MICROFILM
START
OF ROLL
ROLL NO.
48

3-1110 Oregon City-New Era Section 1948
of Pacific Hwy. East
#3010 Folder #1

RECEIVED
AUG 2 - 1948
FOR FILING

5-111.0

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1948

SUBJECT: Oregon City-New Era Detour

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

Dear Sir:

The Oregon City-New Era detour has required very extensive patching since Pacific Highway traffic has been routed over it.

To June 1, we have spent $24,212, and an additional authorization for $10,000 over the original $20,000 has been requested.

Each Sunday when traffic is permitted over the highway, we do extensive patching on this road, to keep it up in satisfactory condition.

I have noticed, in driving over it, that heavy trucks are using it extensively, and that these very materially slow up traffic. For instance, yesterday, going south, it took over ten minutes for an oil truck, with trailer, to climb the hill south from Oregon City, and no traffic got by. I have not seen any log trucks on it lately.

Would it be possible to get the Oil Companies and other heavy truck operators to dispatch their trucks at night, when they could follow the highway? Could some of the heavy trucks be put through the contractor's operations during working hours without materially interfering with his work? I noticed that some trucks, probably routed to local points within the construction, are passed by the flagman.

It would be of great benefit to the public if heavy trucks could be eliminated from this detour. This would also greatly reduce the amount of patching necessary on it. It is these heavy loads which punch holes in the present surface.

I will be pleased to receive any suggestions from you to improve conditions on this detour.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc: A. G. Skelton (2)

NOTED
W. W. STIFFLER

RECEIVED
JUL 26 1948
FOR FILING

3-7110

#5010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1948

SUBJECT:

To: Mr. R. L. Porter
Resident Engineer
State Highway Department
Portland 2, Oregon

Dear Sir:

Confirming our telephone conversation of last night, will you please secure an estimate from the City of Oregon City for the necessary changes in their water system through Canemah, and submit a State Force Order covering the cost of the proposed work. Upon receipt of your estimate, we will have a letter written to the city officials authorizing the moving of the water facilities at State expense.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

NOTED
W. C. WILLIAMS

EAP:ER

cc: A. G. Skelton
W. C. Williams

RECEIVED
JUL 14 1948
FOR FILING

3-1110

3-10

Salem, Oregon
July 14, 1948

Mr. E. A. Collier
Maintenance Engineer

The public is confused as to the inclusive hours during which traffic must detour between Oregon City and New Era (OR99E). Their information has been gathered from road reports, press releases, and the Oregon Motor Association.

Your weekly road report dated July 12 states "Detour New Era to Oregon City five miles on oil surface from 4:00 A.M. to 8:00 P.M. work days." It was only yesterday that I learned that all through traffic is detoured from 5:00 A.M. to 9:00 P.M. work days.

Through the Portland division office would you notify the Oregon Motor Association and the Oregon Motor Transport Association.

W. W. Stiffler

WWS/ar
cc Press Room (4)

Mr. Stiffler

OREGON STATE HIGHWAY COMMISSION
Maintenance Department
July 12, 1948

Highway routes not mentioned in this report may be assumed to be open for traffic, and in normal condition.

ORE 222: Niagara to Detroit: 12 miles of heavy construction; one-way traffic, subject to long delays and closures. Closed to all except emergency traffic between 9:15 P.M. and 7:15 A.M. daily. Traffic to Eastern Oregon warned not to use this route, but to proceed over the South Santiam, US 20, or Wapinitia, ORE 50,

TEMPORARY RESTRICTIONS:

OLD OREGON TRAIL-WEISER SPUR: 6-ton load limit over Snake River Bridge.
OLD OREGON TRAIL-PAYETTE SPUR: 7-ton load limit over Snake River Bridge.

US 99: PACIFIC HIGHWAY: Detour New Era to Oregon City 5 miles on oiled surface, from 4:00 A.M. to 8:00 P.M. work days. Traffic may also take the following routes: Highway 219, Salem to Newberg, then 99W, or 221, Salem to Dayton, then 99W.

Glendale-Wolf Creek: Grading construction; detours oiled.

US 101: OREGON COAST HIGHWAY:
Gardiner: One mile under construction.

ORE 211: EAGLE CREEK-SANDY: Closed on account of construction; detour over Firwood Road which is part oil and part gravel surface.
ORE 230: EAST DIAMOND LAKE SECONDARY: Maximum load limit 20,000 pounds; single axle 8,000 pounds.
ORE 206: WASCO-HEPPNER: Travel difficult in vicinity of John Day River; traffic advised to take other route; long delays on account of construction.
WARNER: Under construction from US 395 to MP 21.22.
ORE 225: ELKTON-SUTHERLIN: Construction underway between MP 14 and MP 22.
ROME-PRINCETON: Oiling construction underway Follyfarm to I O N Highway.

FAC:RMS:lmg

NOTED
W. W. STIFFLER

RECEIVED
JUL 6 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

3-1110

3010

July 1, 1948
Salem, Oregon

SUBJECT: Suggested routing of 99E
Oregon City
Assignment WCW 587

To:

Mr. W. C. Williams

L

NOTED
W. C. WILLIAMS

I am returning your assignment slip and attached postal from O. C. Voget making some sort of suggestion as to routing of traffic on 99E.

You have got me, too, I don't know what he is talking about.

F. B. Crandall
Traffic Engineer

FBC:aj

Attachment

OREGON STATE HIGHWAY
STATE DEPARTMENT COPY
RECEIVED
PORTLAND

ASSIGNMENT

No. 587
WCW

DESCRIPTION: Postal card from C. Vogt, Portland re Oregon City-
New Era job.

DATE: 6/11/48

ASSIGNED TO: CRANDALL

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed. Date _____
- ☐ ~~Maybe you know what he is talking about, I don't.~~

REPORT RECEIVED: 7-1-48

REMARKS:

RECEIVED
JUN 14 1945
TRAFFIC BU

Gentlemen: Here's a suggestion:
Why not make the Oregon City road to
New Era, one way traffic. Route all north
bound traffic over pavement on top of
New Era hill by 5th St. into Ore. City.
At least trucks would take that road, it
would alleviate a lot of trouble. Yours truly
Otto Get.
Portland 22. Route 9. Box 1128. June 4, 1945.

RECEIVED
JUL 6 1948
FOR FILING

3-1110

3010

July 2, 1948

Mr. C. P. Norton
Division Plant Superintendent
The Western Union Telegraph Company
San Francisco 8, California

Dear Mr. Norton:

I am returning to you herewith a copy of the agreement between the Western Union Company and the State Highway Commission of Oregon covering protection and relocation of the company's facilities during reconstruction of the Oregon City-New Era section of the Pacific Highway in Clackamas County, Oregon. You will note that this agreement has now been signed by Mr. T. H. Banfield, Chairman of the State Highway Commission, pursuant to your request.

I am glad to accommodate you in this request although, legally, Mr. Banfield's signature is not required. Any act of the Highway Commission is legally binding on all three commissioners, even if only signed by two of them. Mr. Banfield happened to be out of the state at the time the agreement was signed by the other two commissioners, which is the reason that I sent you the copy without his signature in the first place.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HMG:ec
Enc.

cc - Mr. F. A. Query

Mr. Query: I am returning the office copy of the agreement for you to return to the files.

HMG

RECEIVED
NOV 23 1948
FOR FILING
3-1110.
3010

Filed

Salem, Oregon
June 23, 1948

Mr. J. H. Devers

Attention: C. W. Kremer

Pursuant to instructions in the last paragraph of your letter to Mr. Williams on June 10 I hand you herewith two copies of an agreement with the Southern Pacific Company, providing for an exchange of property and slope easements on the Oregon City-New Era Section of the Pacific Highway.

When the above agreement has been fully executed please return one copy to this office for the files of the Commission.

Secretary

cc: Mr. Baldock
Mr. Williams

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 11, 1948

IN REPLY PLEASE
REFER TO FILE

Memorandum to the State Highway Commission

Attached for your approval are two copies of an agreement with the Southern Pacific Company providing for an exchange of property and slope easements on the Oregon City-New Era Section of the Pacific Highway.

Bids were received for this project on March 11, and the contract was awarded to Warren Northwest, Inc. on May 5, 1948.

The agreement has been approved and signed by R. H. Baldock, State Highway Engineer, and J. M. Devers, Chief Counsel.

H. B. Glaisyer

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

Salem, Oregon
June 10, 1948

Mr. R. H. Baldock

The attached agreement forms have been examined by Mr. H. G. Smith and myself and found satisfactory from an engineering standpoint. Mr. Devers has approved them as to legality and form.

Will you please approve them so that they may be presented to the Commission.

W. C. Williams

WCW/ds
Encl.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 10, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

14045
14628

Dear Mr. Williams:

In accordance with your recent request and the letter of L. P. Hopkins, Superintendent of Southern Pacific, dated May 28, we have examined proposed agreement between the Southern Pacific and the Commission, covering the proposed relocation of highway from Canemah to New Era. We have examined the agreement upon the understanding that the six encroachments, numbered one to six, are such that, in the event the Railroad requires the use of said parcels, it is possible and practicable for the Commission to construct and maintain retaining walls so that it will not be necessary to physically continue the possession of these encroachments.

We have also examined the agreement with the understanding that the parcel of property which is shown on Exhibit "A" is properly described, and that a metes and bounds description thereof for insertion in a deed will be forthcoming at an early date.

Based upon the foregoing understanding, we have approved as to form and substance the agreement, and transmit the same to you herewith. May I suggest that before transmitting the fully executed agreement to the Southern Pacific Company, you furnish us with a metes and bounds description of the property to be deeded to the Railroad, and referred to in Exhibit "A", so that we may prepare a form of deed to be submitted to the Railroad along with the agreement executed in full by the Commission.

Yours very truly,

GWN:FRC

NOTED
W. C. WILLIAMS

J. M. DEVERS
By G. W. NEUNER
Assistant Counsel

FORM S-26 REV 5-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1948

SUBJECT:

To: Mr. R. H. Baldock

The attached agreement forms have been examined by Mr. H. G. Smith and myself and found satisfactory from an engineering standpoint. Mr. Devers has approved them as to legality and form.

Will you please approve them so that they may be presented to the Commission.

W. C. Williams

WCW/ds
Encl.

RECEIVED
JUN 22 1948
FOR FILING

E 1110
3010

June 21, 1948

Mr. J. A. Halliday
358 Jerome Avenue
Piedmont, California

Dear Mr. Halliday:

We have your letter of June 16th in regard to a detour between New Era and Oregon City.

The detour now in use is not up to highway standards. It is, however, signed and required only about five minutes more travel time than the regular highway.

I can see no reason why you should take the west side highway if you had origi nally planned to take 99E.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Asst Engineer

LHW:LF

cc—Byrle Cobleigh

J. A. HALLIDAY
558 JEROME AVENUE
PIEDMONT, CALIFORNIA

June 16, 1948

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I expect to drive to Portland and points north about July 11th. I read somewhere that highway work south of Orgon City in the New Era section is under way and that a rather poor detour is required on that account.

For that reason I am writing to ask if it would be more desirable to reach Portland by the west side through Corvallis and McMinnville rather than through Salem and Oregon City. If you will let me have advise on this matter it will be appreciated.

Yours very truly,

J. A. Halliday

RECEIVED
JUN 21 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 14 1948
FOR FILING

JT

3-1110

#3010

Mr. W. C. Williams,

President Truman will arrive at Salem Airport on Friday at 11:00 a.m. Daylight Saving Time, this week. After driving around Salem for a brief period, the caravan will drive from Salem to Portland. It is expected that they will arrive at New Era about noon, Daylight Saving Time.

Please arrange to have the pavement cleared between New Era and Oregon City to permit the presidential party to go over US99E. The police will arrange so that noon other than the presidential party goes through at this time. As soon as they pass through, the road will again be closed and the contractor can resume operations.

Mr. R. H. Baldock

Done-

NOTED
W. C. WILLIAMS

RECEIVED
JUN 15 1948
FOR FILING

-1110
3010

Salem, Oregon
June 15, 1948

Mr. H. G. Smith

Herewith we hand you a fully executed copy of an agreement with the Western Union Telegraph Company, providing for the protection and relocation of Company facilities on the Oregon City-Mary Ann Section of the Pacific Highway, in Clackamas County. This is in conjunction with contract No. 3010 awarded to Warren Northwest, Inc., on May 5, 1948. Also attached herewith are two extra copies of the Exhibit "A".

One fully executed copy of this agreement was mailed to the Western Union Telegraph Company, one copy of Exhibit "A" was handed to Mr. Williams on June 4 and the original copy has been retained by Mr. Glaisyer for the Commission's files and records.

L. H. Warfield

LHWelf

FORM E-90 2M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you a fully executed copy of an agreement with the Western Union Telegraph Company, providing for the protection and relocation of Company facilities on the Oregon City-New Era Section of the Pacific Highway, in Clackamas County. This is in conjunction with contract No. 3010 awarded to Warren Northwest, Inc. on May 5, 1948. Also attached herewith are two extra copies of the Exhibit "A".

A fully executed copy of this agreement was mailed to the Western Union Telegraph Company, one copy of Exhibit "A" was handed to Mr. Williams on June 4, and the original copy has been retained in this office for the Commission's files.

Secretary

gl
attachments 3

H.G. Smith

RECEIVED
JUN 15 1948
FOR FILING

1 3 1110

1 30 10

June 14, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

I enclose herewith, for your record and files, a fully executed copy of an agreement between the State Highway Commission and Warren Northwest, Inc., providing for the protection and relocation of the Western Union Telegraph Company's facilities on the Oregon City-New Era Section of the Pacific Highway in Clackamas County, this being in connection with contract No. 3010 awarded to you on May 5, 1948.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

RECEIVED
JUN 11 1948
FOR FILING

3-1110

#3.10

June 11, 1948

Memorandum to the State Highway Commission

Attached for your approval are two copies of an agreement with the Southern Pacific Company providing for an exchange of property and slope easements on the Oregon City-New Era Section of the Pacific Highway.

Bids were received for this project on March 11, and the contract was awarded to Warren Northwest, Inc. on May 5, 1948.

The agreement has been approved and signed by H. E. Baldock, State Highway Engineer, and J. H. Bowers, Chief Counsel.

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Quary

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

RECEIVED
JUN 11 1948
FOR FILING

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1200

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

2 - 1110

SALEM, OREGON
JUNE 11, 1948

files

C. P. NORTON
DIVISION PLANT SUPERINTENDENT
WESTERN UNION TELEGRAPH CO.
SAN FRANCISCO, CALIFORNIA

#3018

YOU ARE AUTHORIZED TO INSTALL TEMPORARY TWISTED PAIR WIRE AND SUBSEQUENT REMOVAL AND ADDITIONAL TERMINAL WORK AT ESTIMATED ADDITIONAL COST $1350 ON OREGON CITY NEW ERA SECTION AT EXPENSE OF STATE OF OREGON. PLEASE EXPEDITE INSTALLATION.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

ABLE TO INSTALLING TEMPORARY TWISTED PAIR WIRE AND REMOVING THE OPEN WIRE LINE IN THE 1900 FT. SECTION MENTIONED ABOVE AND THEN PROCEED WITH THE CONSTRUCTION OF THE NEW OPEN WIRE LINE FROM MP 751 PLUS 8 TO MP 751 PLUS 31. UPON COMPLETION OF OPEN WIRE LINE. TEMPORARY TWISTED PAIR AND BALANCE OLD OPEN WIRE LINE WILL BE REMOVED. THIS MATTER HAS BEEN DISCUSSED WITH YOUR MR PORTER ON T E GROUND. PLS ADVISE IF STATE OF OREGON WILL ASSUME EXPENSE OF THIS ADDITIONAL WORK UNDER THE SAME TERMS AS THE GENERAL AGREEMENT WHICH HAS BEEN SENT YOU=

WESTERN UNION TELEGRAPH CO C P NORTON.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

THE FOLLOWING TE

SERVICE

is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(44)

JOSEPH L. EGAN
PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is JUN 11

PRA83 XV DH DM=SANFRANCISCO CALIF 11

RAPID R H BALDOCK=

STATE HIGHWAY ENGINEER

RETEL APPROXIMATE ADDITIONAL COST TO INSTALL TEMPORARY TWISTED PAIR AND ITS SUBSEQUENT REMOVAL AND ADDITIONAL TERMINAL WORK $1350. APPRECIATE PROMPT REPLY AS CONTRACTOR'S DUMPING ACTIVITIES THREATENING CONTINUITY OF OUR SERVICE=

WESTERN UNION TELEGRAPH CO C P NORTON.

$1350.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

TIC SERVICE

Mark the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1936

JOSEPH L. EGAN, PRESIDENT

Check the class of service desired; otherwise this message will be sent as the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JUNE 10, 1940

filed

C. P. NORTON
DIVISION PLANT SUPERINTENDENT
WESTERN UNION TELEGRAPH CO.
49 GEARY ST
SAN FRANCISCO, CALIF

PLEASE ADVISE RETURN WIRE APPROXIMATE ADDITIONALCOST TO INSTALL TEMPORARY TWISTED WIRE AND SUBSEQUENT REMOVAL OF OPEN WIRE LINE 1900 FOOT SECTION MP 751 PLUS 8 TO 751 PLUS 31 BETWEEN OREGON CITY AND NEW ERA.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $1. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

THE FOLLOWING TERMS...

WESTERN UNION

(00)

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

SYMBOLS
DL=Day Letter
NL=Night Letter
DC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

JOSEPH L. EGAN
PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA96 DH DM=SANFRANCISCO CALIF 10

1930 JUN 10 AM 10 03

Williams
Kurt?
See me about this

R H BALDOCK=

STATE HIGHWAY COMMISSION

RE HIGHWAY WORK BEING DONE OREGON CITY AND NEW ERA. CONTRACTOR NOW CARRYING OUT BLASTING OPERATIONS BETWEEN MILE POLE 750 PLUS 9 AND 750 PLUS 23 AND IT APPEARS WILL NOT BE NECESSARY TO INSTALL UNDERGROUND LEAD CABLE IN THIS SECTION. HOWEVER. IT HAS BEEN SUGGESTED THAT POLE LINE AND WIRES BE REMOVED IN SECTION FROM MILE POLE 751 PLUS 166 TO MP 751 PLUS 31. DISTANCE APPROXIMATELY 1900 FT. WHICH WILL PERMIT CONTRACTOR WASTING EXCAVATED MATERIAL. THIS IS IN SECTION WHERE IT WAS PROPOSED TO BUILD A NEW OPEN WIRE LINE AND WHEN IT WAS COMPLETED AND CUT OVER. THE OLD POLE LINE AND WIRES WOULD BE REMOVED WE ARE AGREEABLE TO INSTALLING TEMPORARY TWISTED PAIR WIRE AND REMOVING THE OPEN WIRE LINE IN THE 1900 FT. SECTION MENTIONED ABOVE AND THEN PROCEED WITH THE CONSTRUCTION OF THE NEW OPEN WIRE LINE FROM MP 751 PLUS 8 TO MP 751 PLUS 31. UPON COMPLETION OF OPEN WIRE LINE. TEMPORARY TWISTED PAIR AND BALANCE OLD OPEN WIRE LINE WILL BE REMOVED. THIS MATTER HAS BEEN DISCUSSED WITH YOUR MR PORTER ON T E GROUND. PLS ADVISE IF STATE OF OREGON WILL ASSUME EXPENSE OF THIS ADDITIONAL WORK UNDER THE SAME TERMS AS THE GENERAL AGREEMENT WHICH HAS BEEN SENT YOU=

WESTERN UNION TELEGRAPH CO C P NORTON.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUN 10 1948
FOR FILING

3-11/0
R010

June 9, 1948

Mr. R. A. Blyth, Manager
Oregon City Chamber of Commerce
9th and Super Highway
Oregon City, Oregon

Dear Mr. Blyth:

Permit me to thank you for your kind letter of June 7 and your assistance in keeping complaints from this office with reference to the Oregon City-New Era detour.

It has been our intent to reroute the local traffic and the trucks so as to permit the tourists to use the detour. I feel that, if the owners of motor courts, service stations, et cetera, publicize the situation, they will do themselves injury because the tourists then will take other routes.

Thank you for your interest and your assistance.

Very respectfully,

R. H. Baldock
State Highway Engineer

RHB:hi

Oregon City **CHAMBER OF COMMERCE**

June 7, 1948

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We thank you for the copy of a letter written by Mr. W. C. Williams, to Mr. and Mrs. Maynard of Maynard's Motel, explaining the situation regarding the handling of traffic during the widening of US99E, between Oregon City and New Era.

We are doing everything possible to keep complaints of this nature from your office, as we realize that you must receive numerous letters similar to the one from the Maynard's.

This office has also received letters and complaints on this subject, but we have assured our public here that the re-routing of traffic should not affect them too seriously. In fact, we believe that the hue and cry is dying down somewhat.

We appreciate your efforts in giving information, and in doing your best regarding this traffic situation.

Thank you.

Very truly yours

OREGON CITY CHAMBER OF COMMERCE

R. A. Blyth, Manager

RAB:ml

RECEIVED
JUN 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 4 1948
FOR FILING

2-1110

#3010

June 3, 1948

Mr. and Mrs. Maynard
Maynard's Motel
Route 9, Box 395
Portland 22, Oregon

Dear Mr. and Mrs. Maynard:

Please pardon our delay in replying to your letter of recent date having reference to handling of traffic during the widening of US99E between Oregon City and New Era.

We believe you have misunderstood the intent behind our publicizing the alternate routes available during the time this section of highway is under construction. We have merely apprised local motorists, and particularly were we concerned with heavy trucks, of alternate routes that might be used to avoid the detour around the construction project, or more particularly between Oregon City and New Era. This detour is capable of handling passenger cars but if all truck traffic uses the detour there would be serious congestion. For that reason we have attempted to publicize other routes so that trucks and other slow-moving vehicles could avoid the detour.

We have at no place erected any detour signs directing traffic to US99W or other routes mentioned in the news release.

This work is now well under way and will be carried forward to as speedy completion as possible and it is our belief that passenger car traffic on the Pacific Highway East will not be materially reduced by reason of the publicizing of other routes available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - R. A. Blyth, Manager
Oregon City Chamber of Commerce

Maynard 's Motel
Route 9, Box 385
Portland 22, Oregon

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

After reading the morning paper today regarding the repair work on Highway 99E between Oregon City and New Era, it sounds as though most of the traffic will be diverted to 99W. We all realize that repairs and road work are necessary, but there must be a way of routing the detours without forcing people out of business, who are dependent on summer tourist business.

The Motels and Courts along this highway have weathered a very poor winter and have been anxiously awaiting the summer business, but if the tourist traffic is diverted to another highway, it would mean ruination for most of us in the Court business, and many in other businesses.

I am enclosing a picture of our Court, which has cost us a hundred thousand dollars, and which Oregon could be proud to boast of. There are other Courts along here that are just as attractive and comfortable, and I am sure that if tourists knew that they could depend on such nice accommodations when they reached their destinations, more people would be encouraged to visit Oregon.

The State of Oregon has been putting on a campaign to get the tourists to visit our state and has been advertising its attractions, and has promised the public the very finest lodgings, and as your statistics show, there have been more inquiries this year regarding v acations in Oregon, than ever before. The Courts on 99W cannot possibly handle all of the business, and the Hotels are already filled, so what is to become of all the people who come to see Oregon and then cannot find a place to stay? They will get so disgusted when they are turned away and told "sorry, no v acancy", that they will go on, leaving Oregon with a bad taste in their mouth. Therefore, the very thing Oregon has been striving for and fighting for, would be defeated because a Six mile detour had not been given the proper consideration.

We trust and hope that you will be able to route this detour so that 99E can continue in business. Thanking you kindly, we remain

Yours very truly,
Mr. and Mrs. Maynard

RECEIVED
JUN 15 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

3-1110

#3010

Salem, Oregon
June 9, 1948

SUBJECT: New Era-Oregon City Detour

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

Dear Sir:

The New Era-Oregon City detour surface is being injured by heavy truck traffic. Yesterday I saw two large oil tankers and a loaded log truck headed south.

The edges are breaking down and serious cracking is observed. Also, the slow-moving trucks hamper all traffic, and greatly increase hazard.

I recommend a load limit of 8 tons be placed; signs be put up, and police be requested to give this very-heavily-traveled section special attention.

Trucks should go through regular grade at right, or detour via Oregon 215.

Very truly yours,

NOTED
W. C. WILLIAMS

E. A. Collier
Maintenance Engineer

EAC:IH

NOTED
W. W. STIFFLER

RECEIVED
JUN 8 1948
FOR FILING

3-1110

#3010

June 7, 1948

Mr. L. P. Hopkins, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Confirming the telephone conversation this date between Mr. W. C. Williams, Assistant State Highway Engineer, and your Assistant Division Engineer, Mr. Williamson, you are advised that the form of agreement covering encroachments and exchange of properties on the Oregon City-New Era Section of the Pacific Highway East has been examined by the engineering department and the Chief Counsel for the State Highway Department and the agreement form has been found acceptable.

The agreement form is being presented to the State Highway Commission for its final approval, but in the interim we will appreciate your making every effort to expedite the moving and/or changing of your signal system so that the State's contractor's operations will not be delayed.

We thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - Mr. Williamson
Mr. W. C. Williams
Mr. H. G. Smith

WCW/da

RECEIVED
JUN 4 1948
FOR FILING

3-1110

#3010

June 1, 1948

Mr. A. A. Johnsen
Glen Echo Motel
Milwaukie 2, Oregon

Dear Sir:

In response to your communication of May 29, advise that the widening of US99E between the top of the New Era hill and Oregon City is a very expensive and difficult job. The traffic on the section has reached a total of about 10,000 vehicles per day, which is far more than a two-lane highway can safely carry. This section of road has become a rather notorious bottleneck.

In order to safeguard life, assist in preventing accidents, and expedite traffic, the Highway Commission finally decided that, in spite of the great expense, it was necessary in the people's interest to widen this section to a four-lane facility. The matter was carefully analyzed by our Engineering Department, discussed with the contractors, and it was the final opinion that the only way that this road could be widened with any reasonable cost and within any reasonable time was to detour traffic.

The project contemplates the removal of 80,000 yards of excavation, most of which is rock, and the widening of the present pavement to four lanes with 34,000 tons of asphaltic concrete and 26,000 yards of crushed stone base. You can, therefore, see that this is a big job.

If attempts were made to keep one-way traffic, the delay resulting from holding the traffic stream, which equals 30 vehicles per minute, would cause congestion and material hazard. We have a fairly adequate detour. We have improved it by paving all the weak spots and put in a yellow stripe down the middle, and it is working fairly well. However, the road is too narrow to handle 10,000 vehicles a day and some of the cars and trucks will have to go by other routes. I believe that most of the tourists will follow 99E signs and use the detour.

At every possible chance, the main road will be opened to traffic and as soon as the heavy rock cuts are removed, in about two months, attempts will be made to carry all traffic on the main highway, at least for a part of the time. In the meantime, the contractor will work two 8-hour shifts, from 4:00 a.m. to 8:00 p.m., opening the highway at night.

Thanking you for your interest in this matter and assuring you of our co-operation, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

Glen Echo Motel
Milwaukee 2, Ore
May 20, 1948

Mr. Baldock.
State Highway Engineer

Sir,

This letter is probably one of the many you have received from Motel owners on highway 99E.

We, who have put all our life savings into property here stand a chance to lose all if traffic is continued to be re-routed to 99W.

For a few to have say to ruining business for hundreds of businesses is not the american way of life.

You may be sure that this will be

~~fought~~ by everyone
who have a little
consideration for
the small as well
as large business
organizations

Very truly

Mr. A. A. Johnson

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 4 1948
FOR FILING

3-1110

3.10

June 1, 1948

Mr. and Mrs. Cameron Borthwick
Siesta Court
Box 1139 Route 9
Portland 2, Oregon

Dear Sir and Madam:

In response to your communication of May 19, advise that the widening of US99E between the top of the New Era hill and Oregon City is a very expensive and difficult job. The traffic on the section has reached a total of about 10,000 vehicles per day, which is far more than a two-lane highway can safely carry. This section of road has become a rather notorious bottleneck.

In order to safeguard life, assist in preventing accidents, and expedite traffic, the Highway Commission finally decided that, in spite of the great expense, it was necessary in the people's interest to widen this section to a four-lane facility. The matter was carefully analyzed by our Engineering Department, discussed with the contractors, and it was the final opinion that the only way that this road could be widened with any reasonable cost and within any reasonable time was to detour traffic.

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At every possible chance, the main road will be opened to traffic and as soon as the heavy rock cuts are removed, in about two months, attempts will be made to carry all traffic on the main highway, at least for a part of the time. In the meantime, the contractor will work two 8-hour shifts, from 4:00 a.m. to 8:00 p.m., opening the highway at night.

Thanking you for your interest in this matter and assuring you of our cooperation, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

Siesta Court
Lot 1139 Route 9
Portland 2, Oregon
May 19, 1948

Mr R. H. Baldock
Highway Engineer
Salem Oregon

Dear Mr Baldock.

The are owners of an auto court on highway 99E between Oregon City and Portland. And according to all reports you intend to route all traffic over 99W. for the summer months.

As you already know the state has out on an extensive advertising campaign to visit our state. The courts on the proposed route can't possibly accomidate all the tourist. Consequently

RECEIVED
JUN 4 1948
FOR FILING
3-1110
I-3-12

June 1, 1948

Mr. S. T. Moore
Moore's Cabins
Super Highway at Vineyard Road
Milwaukie, Oregon

Dear Sir:

In response to your communication of May 20, advise that the widening of US99E between the top of the New Era hill and Oregon City is a very expensive and difficult job. The traffic on the section has reached a total of about 10,000 vehicles per day, which is far more than a two-lane highway can safely carry. This section of road has become a rather notorious bottleneck.

In order to safeguard life, assist in preventing accidents, and expedite traffic, the Highway Commission finally decided that, in spite of the great expense, it was necessary in the people's interest to widen this section to a four-lane facility. The matter was carefully analyzed by our Engineering Department, discussed with the contractors, and it was the final opinion that the only way that this road could be widened with any reasonable cost and within any reasonable time was to detour traffic.

The project contemplates the removal of 80,000 yards of excavation, most of which is rock, and the widening of the present pavement to four lanes with 34,000 tons of asphaltic concrete and 26,000 yards of crushed stone base. You can, therefore, see that this is a big job.

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At every possible chance, the main road will be opened to traffic and as soon as the heavy rock cuts are removed, in about two months, attempts will be made to carry all traffic on the main highway, at least for a part of the time. In the meantime, the contractor will work two 8-hour shifts, from 4:00 a.m. to 8:00 p.m., opening the highway at night.

Thanking you for your interest in this matter and assuring you of our co-operation, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

May 20, 1948.

Mr. H. R. Baldock,
State Highway Engineer,
Highway Dept., State House,
Salem, Oregon.

Dear Sir:-

I am deeply disturbed over the state order detouring 99E traffic over to 99W.

Why spend all the money advertising the great northwest to the tourists and then throw a block in one of the main routes to this area and detour them over a poor route that can't possibly accommodate them in any way, thereby not only discouraging them from traveling but also injuring a good many businesses that depend so greatly upon this tourist business.

I am a motor court owner operator and tax payer on the super highway between Oregon City and Portland. I have an investment of a good many thousand dollars and have recently invested much more in the anticipation of this tourist business that has been invited to come here.

The tourist business in the northwest is very short at its best and,to say the least, it is very discouraging to have the Highway Department so completely and unnecessarily wreck all our plans to accommodate this business.

I vigorously protest this plan of detouring the passenger car traffic to 99W, and sincerely hope that it will be changed so as to permit and encourage at least a part of this traffic to continue on 99E to Portland.

Sincerely, Shubael T. Moore

S. T. Moore,
Moore's Cabins,
Super Highway at Vineyard Rd.

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 4 1948
FOR FILING

3-1110

3.0.10

June 1, 1948

Adelia and Albert Remily
Route 9, Box 570
Portland 2, Oregon

Dear Sir and Madam:

In response to your communication of May 20, advise that the widening of US99E between the top of the New Era hill and Oregon City is a very expensive and difficult job. The traffic on the section has reached a total of about 10,000 vehicles per day, which is far more than a two-lane highway can safely carry. This section of road has become a rather notorious bottleneck.

In order to safeguard life, assist in preventing accidents, and expedite traffic, the Highway Commission finally decided that, in spite of the great expense, it was necessary in the people's interest to widen this section to a four-lane facility. The matter was carefully analyzed by our Engineering Department, discussed with the contractors, and it was the final opinion that the only way that this road could be widened with any reasonable cost and within any reasonable time was to detour traffic.

The project contemplates the removal of 80,000 yards of excavation, most of which is rock, and the widening of the present pavement to four lanes with 34,000 tons of asphaltic concrete and 26,000 yards of crushed stone base. You can, therefore, see that this is a big job.

If attempts were made to keep one-way traffic, the delay resulting from holding the traffic stream, which equals 30 vehicles per minute, would cause congestion and material hazard. We have a fairly adequate detour. We have improved it by paving all the weak spots and put in a yellow stripe down the middle, and it is working fairly well. However, the road is too narrow to handle 10,000 vehicles a day and some of the cars and trucks will have to go by other routes. I believe that most of the tourists will follow 99E signs and use the detour.

At every possible chance, the main road will be opened to traffic and as soon as the heavy rock cuts are removed, in about two months, attempts will be made to carry all traffic on the main highway, at least for a part of the time. In the meantime, the contractor will work two 8-hour shifts, from 4:00 a.m. to 8:00 p.m., opening the highway at night.

Thanking you for your interest in this matter and assuring you of our co-operation, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

...matic Heating
Electric Refrigeration
Tile Baths
Locked Garages
Radios

ADELIA AND ALBERT REMILY

Concord Motel

Hotel Service

Hotel Rooms and Housekeeping Cottages

Phone Oak Grove 3-6196 . . . Route 9, Box 570 . . . . Portland 2, Oregon

May 20, 1948

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock.

Inclose find map of Detour 99E, which came out in the Oregon Journal last night, showing that all traffic coming from the south will be taken off 99E. for the next six months. We are taking this opportunity of writing to you to ask you to help us keep our summer tourist on 99E, also not to leave it be ~~taken~~ put into a free way. We have tried to give our tourist the finest accomodations in order to keep them coming to Oregon. Now we are appealing to you Mr. Baldock to see that our Super-highway will be kept open.

Thanking you for your Cooperation.

Yours truly
Adelia & Albert Remily

3½ MILES SOUTH OF PORTLAND CITY LIMITS ON HIGHWAY 99E

RECEIVED
JUN 4 1948
FOR FILING

3-1110

FF3010

May 28, 1948

Mr. and Mrs. George F. Persyn
Sunkist Rancho
Route 9, Box 574
Milwaukie, Oregon

Dear Sir and Madam:

In response to your communication of May 19, advise that the widening of US99E between the top of the Kew Kra hill and Oregon City is a very expensive and difficult job. The traffic on the section has reached a total of about 10,000 vehicles per day, which is far more than a two-lane highway can safely carry. This section of road has become a rather notorious bottleneck.

In order to safeguard life, assist in preventing accidents, and expedite traffic, the Highway Commission finally decided that, in spite of the great expense, it was necessary in the people's interest to widen this section to a four-lane facility. The matter was carefully analyzed by our Engineering Department, discussed with the contractors, and it was the final opinion that the only way that this road could be widened with any reasonable cost and within any reasonable time was to detour traffic.

The project contemplates the removal of 80,000 yards of excavation, most of which is rock, and the widening of the present pavement to four lanes with 34,000 tons of asphaltic concrete and 26,000 yards of crushed stone base. You can, therefore, see that this is a big job.

If attempts were made to keep one-way traffic, the delay resulting from holding the traffic stream, which equals 30 vehicles per minute, would cause congestion and material hazard. We have a fairly adequate detour. We have improved it by paving all the weak spots and put in a yellow stripe down the middle, and it is working fairly well. However, the road is too narrow to handle 10,000 vehicles a day and some of the cars and trucks will have to go by other routes. I believe that most of the tourists will follow 99E signs and use the detour.

At every possible chance, the main road will be opened to traffic and as soon as the heavy rock cuts are removed, in about two months, attempts will be made to carry all traffic on the main highway, at least for a part of the time. In the meantime, the contractor will work two 8-hour shifts, from 4:00 a.m. to 8:00 p.m., opening the highway at night.

Thanking you for your interest in this matter and assuring you of our cooperation, I am

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

PHONE OAK GROVE 36431

SUNKIST RANCHO

FILLING STATION - TRAILER CAMP - GROCERIES - MEATS
AUTO ACCESSORIES

Milwaukie, Ore.
5-19-'48

Mr. R. H. Baldock.
State Hi-way Engineer
Salem, Ore.

Dear Sir:

'am writing you in reference to 99E., Mc glaughlin Blvd. or Superhi-way as it is comonly called here, + the detour at New Era which we are deeply intrested in. We — including the rest of the Motels, have a big investment on 99E. We weathered thru the winter + feel we cannot stand this kind of business cutting off the traffic. It will damage our business 50% with night rentals, as I understand this is to last thru aug. If they would keep a one-way traffic after work hours until about 8 a. m. or some ways near; towards Portland —

PHONE OAK GROVE 36431

SUNKIST RANCHO

FILLING STATION - TRAILER CAMP - GROCERIES - MEATS
AUTO ACCESSORIES

it would help emensley.

Am sure you will do all you can for all business people concerned, on this hi-way & help prevent this situation as much as possible.

Thanks sincerely
Mr. & Mrs. Geo. J. Persyn
R.9.B.574 Milwaukie, Ore.

RECEIVED
MAY 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 2 1948
FOR FILING

3-1110

F 3.10

May 28, 1948

Memorandum to the State Highway Commission

Attached for your approval are three copies of an agreement with the Western Union Telegraph Company providing for the protection and relocation of company facilities on the Oregon City-New Era Section of the Pacific Highway in Clackamas County. This is in conjunction with contract No. 3010 awarded to Warren Northwest Inc. on May 5, 1948. The estimated cost under the terms of the agreement is $11,890.

The agreement has been signed by the Western Union officials and approved by R. H. Baldock, State Highway Engineer, and J. H. Bevers, Chief Counsel.

Secretary

FMQ:dr
Enc.
cc - Mr. Floyd Quary

RECEIVED
JUN 4 1948
FOR FILING

3-1110

#3010

Salem, Oregon
May 27, 1948

Mr. F. B. Cramdall

NOTED
W. C. WILLIAMS

The Highway Commission on May 25, approved a resolution establishing a 35 mile per hour speed zone over the entire section of county road in Clackamas County that is now being used as a detour for US99E traffic between Oregon City and New Era.

W. W. Stiffler

WWS/ds

cc - E. A. Collier
W. O. Widdows

RECEIVED
FOR FILING

3-1110

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 25, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Please be advised that the Earl F. Jacobsen Company, Subcontractors for the grading involved on the Oregon City-New Era Project intends to put on a double shift Thursday of this week, May 27th, and his working hours will be from 4:00 A.M. to 8:00 P.M. The detour will be in use during these hours, but the highway will be open to regular traffic the balance of the day. Jacobsen plans on working probably two four-hour shifts on Saturday, May 29th, which will make his working day on that date from 4:00 A.M. to 12:00 Noon. From that time until 4:00 A.M. Tuesday morning, June 1st, the highway will be open to regular traffic.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
cc: R. A. Collier
R. L. Porter

State Highway Engineer
RECEIVED

RECEIVED
MAY 26 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 24 19
FOR FILING.

3-1110

#3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon,
May 20, 1948.

SUBJECT:

To:

MEMORANDUM -- E. A. Collier

The highway construction at New Era interfers with the flow of traffic only during constructions operations.

It is intended that traffic shall use the regular 99E route from 5:00 P.M. until 8:00 A. M. on week days, and on Saturday and Sunday all day and all night. This program shall be followed until word is received to the contrary.

R. H. Smith,
Assistant Maintenance Engineer.

RHS:lmg

P.S. (This information received from Division Engineer Skelton of Portland at 11:15 A.M. this date).

cc: Stiffler
Claisyer
DeFrance
Sipprell
Davies
Travel
Smith
Skelton

NOTED
W. W. STIFFLER

RECEIVED
MAY 24 1948
FOR FILING
3-1110

NOA-1

May 20, 1948

Oregon State Highway Commission

Gentlemen:

Due to reconstruction of the Oregon City-New Era Section of the Pacific Highway East, it has been found necessary to detour all traffic over alternate routes.

The shortest detour via the St. Pleasant county road is suitable for passenger vehicles but not for heavy truck traffic. The Oregon Motor Transport Association considers the alternate route via Oregon 235 and 211 to be unsafe for heavy trucks because of excessive grades, particularly the steep long hill at Oregon City.

The bridge over the Willamette River near Harbert on the Newberg-Dayton section of State Highway No. 140 is unsafe for repeated heavy loads in excess of 54,000 pounds.

The fourth alternate route, via the Pacific Highway West (through Newberg, McMinnville, and Rickreall), is now classified as a Group 1 highway and is suitable for truck-trailer combinations up to 60 feet in length and 72,000 pounds in weight. This route, however, increases the mileage considerably for trucks that must pass through Salem or Albany.

A fifth alternate route via Oregon 221 from Dayton to Salem is 18 miles shorter than the last mentioned route, but is currently classified as a Group 2 highway with a maximum permissible length of 50 feet and weight of 64,500 pounds.

At the request of the Oregon Motor Transport Association, I have had an investigation made and find that this route via Oregon #221 (the entire Salem-Dayton Secondary Highway and that portion of the Three Mile Lane Secondary Highway from Dayton to the function of the Pacific Highway West) is of such construction, alignment and design (including structures) that it will safely accommodate vehicles of a length and weight permitted

on Group 1 highways. Accordingly, I herewith recommend the adoption of this route as a Group 1 highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:ew
cc W. W. Stiffler

NOA-1
5/25

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 26, 1948

Mr. H. C. Maison, Superintendent
Oregon State Police
Capitol Building
Salem, Oregon

Dear Sir:

Confirming Mr. Sipprell's telephone conversation with you this date, the Highway Commission, at its meeting yesterday, approved the designation of Oregon Route 221 (the entire Salem-Dayton Highway and a short section of the Three Mile Lane Highway between Dayton and its junction with 99-W approximately one mile north of Dayton) as a Group 1 highway which will permit the operation of truck and trailer combinations having a length up to 60 feet and a gross weight up to 72,000 pounds.

The redesignation of this route, which was formerly classed as a Group 2 road with a maximum permissible length of 50 feet, was made at the request of the Oregon Motor Transport Association, and following a test run with a 60-foot truck and trailer combination to determine the feasibility of redesignating the route. This will provide a suitable detour route for heavy trucks between Salem and Portland while construction work is in progress between Oregon City and New Era.

We are advising the Oregon Motor Transport Association and the Oregon Draymen and Warehousemen's Association of the Commission's action through copies of this letter. On schedules that do not call for stops at Albany or Salem, we are requesting these associations to advise their member companies to route loads by way of 99-W from Junction City to Portland.

Also, since the bridge over the Willamette River at Newberg on the Hillsboro-Silverton Highway is not rated as being safe for repeated loads in excess of 54,000 pounds gross, we are requesting the associations to inform their member companies that loads in excess of 54,000 pounds gross are not to be routed over this bridge under any circumstances.

Very truly yours,

RHB
RBS:FH

R. H. Baldock
State Highway Engineer

cc: Oregon Motor Transport Assoc.
Oregon Draymen and Warehousemen's Assoc.
Oregon Motor Association
H. B. Glaisyer
E. A. Collier
R. B. Sipprell

COOS BAY
R.H. BANFIELD, C. ENGR.
KLAMATH FALLS
A. W. SCHAUPP, MEMBER
PORTLAND
T. H. BANFIELD, C. ENGR.
COMMISSIONERS

NOA-1

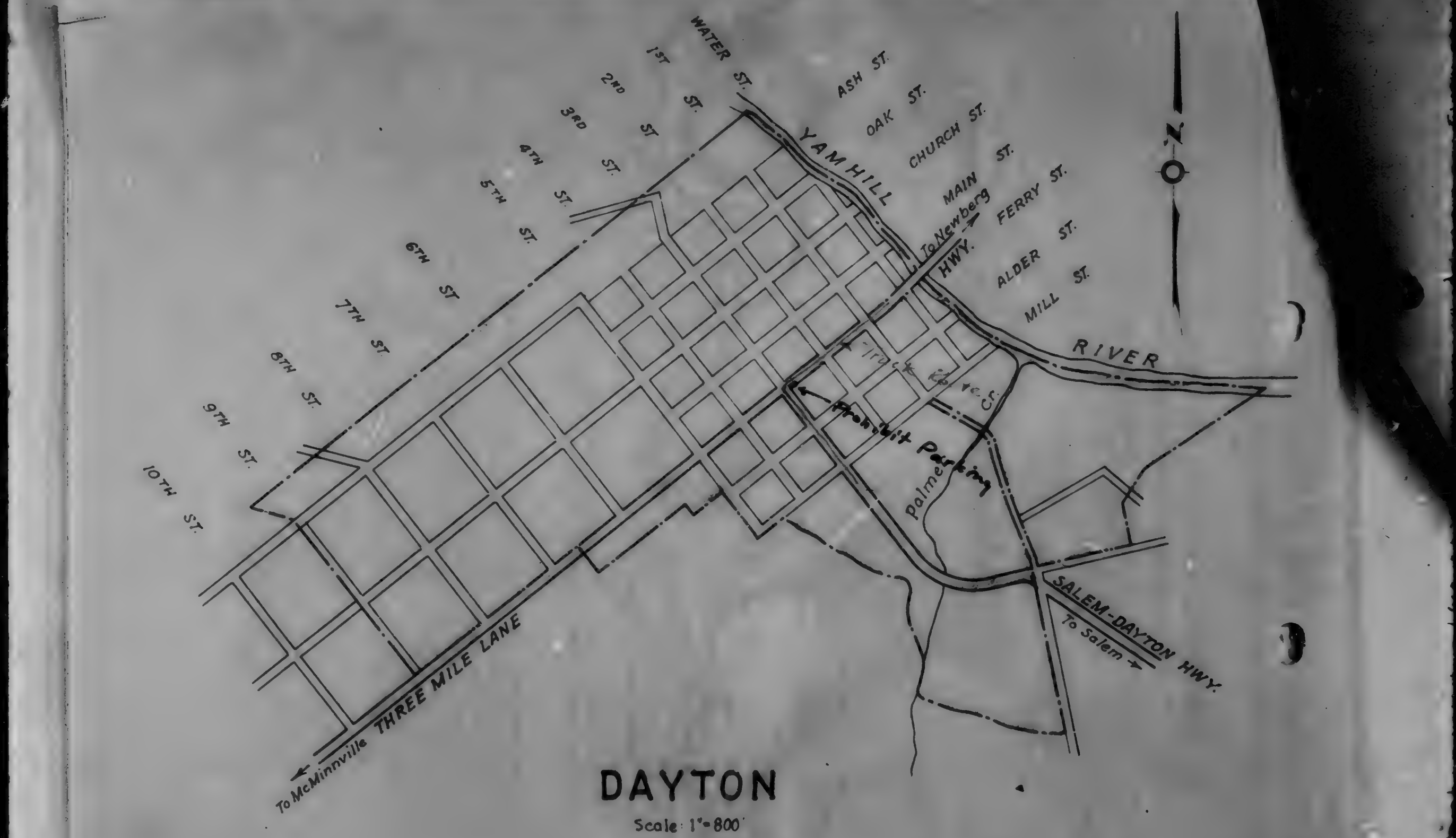
Salem, Oregon
May 26, 1948

Mr. R. B. Sipprell
Director of Permits

On May 25 the Highway Commission unanimously approved adding the Salem-Dayton Secondary Highway (State Route 221) to the list of highways over which Group 1 permits are authorized, allowing a combination of equipment up to 60 feet in length and 72,000 pounds in weight.

W. W. Stiffler

WWS:cw
cc G. S. Pearson
F. B. Crendall



DAYTON

Scale: 1"=800'

FORM E-80 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1948

SUBJECT:

To:
W. W. Stiffler
Assistant State Highway Engineer
D e p a r t m e n t

Dear Sir:

Attached is a draft of a letter to the Commission recommending designation of the Salem-Dayton Highway as a Group 1 highway to permit its use by truck-trailer combinations up to 60 feet in length and 72,000 pounds in weight.

In making a test run over this highway this morning with a West Coast Fast Freight truck-trailer combination, I noted that there was a considerable amount of breakage of the oil surface, particularly along the edges on various short sections. It was noted that several truck-trailer combinations are already using this route and they are, no doubt, responsible for the breakage. I believe that considerable additional surface maintenance will have to be undertaken on this highway if it is used as a regular truck detour.

Also, I would recommend that Widdows be requested to stripe this highway for no passing zones as there are several sharp, blind, vertical curves.

Also, to facilitate making a right turn at the intersection of the Salem-Dayton and Three Mile Lane Highways in Dayton, I would recommend that the one parking stall on the right-hand side of the Three Mile Lane Highway immediately north of the junction be painted off so as to prevent parking. This is immediately in front of a service station located on the corner and although the Three Mile Lane Highway is 50 feet between curbs at this point, a parked vehicle just beyond the corner requires trucks to swing out into the opposing traffic lane on the highway while making the turn.

Very truly yours,

R. B. Sipprell
Director of Permits

RBS:FH
cc

RECEIVED
MAY 24 1918
FOR FILING

3-1110

#2016

May 20, 1918

From Referred To
Maint
Traffic Reg.
Spec Zones

Oregon State Highway Commission

Gentlemen:

Blasting work was started yesterday on the Oregon City-New Era Section of the Pacific Highway East. Close observation was made of the results of detouring traffic over the Oregon City-New Era South End County Road. The traffic seemed to move without any apparent congestion but it was noted that traffic was moving at a much greater speed than safety would permit. Inasmuch as this county road is rather narrow and has several sharp curves, we believe that a considerable number of accidents will occur unless a speed zone is established.

I recommend that a speed zone of 35 miles per hour be immediately established on the entire section of county road that is being used as a detour between Oregon City and New Era. This matter will be on the agenda of the next meeting.

Very truly yours,

S. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams
W. O. Widdows

3 - 1110

RECEIVED
MAY 20 1946
FOR FILING

3010

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 19, 1946

files

MR. C. P. MORTON
DIVISION PLANT SUPERINTENDENT
WESTERN UNION TELEGRAPH COMPANY
49 GEARY STREET
SAN FRANCISCO, CALIF

CONTRACTOR STARTED BLASTING OPERATIONS TODAY VICINITY YOUR POLES NUMBERED

750-22 TO 750-24. THIS IS NOT ON AN ENCROACHMENT.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

3004-900

SEND A NEW SUBSCRIPTION

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

Radio message from Skelton:

Jacobsen blasting today opposite Western Union poles 750+24 to 750+22. This is our Sta. 313 to 315.

FORM B-1004 ISSUE 6-47

From

Baldock

Accounting ..... Att'n

Bridge ..... Att'n

Construction ..... Att'n

Division ☐ Att'n

Legal ..... Att'n

Maintenance Att'n

Office Eng... Att'n

Secretary ..... Att'n

Shops ..... Att'n

Personnel ☐ Files ☐ Tra

Traffic ☐ Lab. ☐ Ma

Parks ☐ R/W ☐

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(58)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL=Day Letter

NL=Night Letter

LC=Deferred Cable

NLT=Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA154 DH DM=SANFRANCISCO CALIF 18

R H BALDOCK=

=STATE HIGHWAY ENGINEER

1948 MAY 18 PM 2 55

RETEL WE HAVE SUBMITTED OUR REQUEST FOR AUTHORIZATION FOR EXPENDITURES WHICH WILL PASS THROUGH OUR ACCOUNTS TO OUR GENERAL OFFICE FOR APPROVAL. ACCEPTANCE OF AGREEMENT CONTINGENT UPON THIS APPROVAL. MATERIAL WILL BE ORDERED AND WORK STARTED PROMPTLY UPON RECEIPT OF GENERAL OFFICE AUTHORIZATION. IN WHAT SECTION WILL CONTRACTOR START FIRST?=

WESTERN UNION TELEGRAPH CO C P NORTON.

Sta 310-320

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAY 18 1948
FOR FILING

3-1110

May 18, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3010, which was awarded to you on May 5, 1948 by the State Highway Commission, covering the Oregon City-New Era Section of the Pacific Highway East, in Clackamas County. This copy is for your record and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el
encl. 1

RECEIVED
MAY 18 1948
FOR FILING
3-1110
#3010

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVS.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 18, 1948

filed

MR. G. P. HORTON
DIVISION PLANT SUPT.
WESTERN UNION TELEGRAPH CO.
49 GEARY STREET
SAN FRANCISCO, CALIF

PLEASE EXPEDITE EXECUTION AGREEMENT BETWEEN OREGON STATE HIGHWAY COMMISSION AND WESTERN UNION COMPANY RE PROTECTION WIRES OREGON CITY NEW ERA SECTION PACIFIC HIGHWAY. WORK STARTING TOMORROW PLEASE WIRE STATUS OF AGREEMENT.

R H BALDOCK
STATE HIGHWAY ENGINEER

500%-900

NEW SUBSCRIPTIONS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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MAY 7 1948
FOR FILING

3-11 10

#30 ro

DAILY JOURNAL OF COMMERCE

Thursday, May 6, 1948

Warren Northwest Wins Road Contract

(D. J. of C. Salem Bureau)

State Highway Commission today awarded Warren Northwest, Inc., Portland, contract to grade and pave [illegible] of the Oregon City-Molalla [illegible] section of the east side Pacific highway in Clackamas county.

The company's bid was $607,071.80.

The job also covers construction of a wall and viaduct

RECEIVED
JUN 28 1948
FOR FILING

C-1110
3010

May 5, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 11, Oregon

Gentlemen:

This will confirm the oral authority given you today that the Public Highway Commission has today awarded to you the contract for grading and paving and bridge and viaduct construction on the Oregon City-Ivy Mtn.Section of the Pacific Highway East, in Clackamas County. This award was based on your low bid of $457,071.50, using asphalt, submitted on March 11, 1948.

Contract forms have already been presented to you for execution.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. R. G. Smith
Mr. E. H. Prebert
Orlin Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

per conference

RECEIVED
MAY 6 ..194
FOR FILING

3-1110

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

We have received today the following telegram from the Southern Pacific Company regarding the Canemah job:

"Supt. Hopkins has been authorized let you take possession proposed easements Canemah.

E E Mayo SP Co"

Yours very truly,

J. H. DEVERS

By G. W. NEUNER
Assistant Counsel

GWN:AW

RECEIVED
FOR FILING

3-1110

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
O f f i c e

Dear Sir:

Herewith letter and map from Division Engineer Skelton, advising that it will cost approximately $20,000 to eliminate the encroachments on the Southern Pacific right of way on the Oregon City-New Era Section.

The necessity of ever building retaining walls is very remote, and merely included in the agreement on account of the ultra-conservatism of the railroad.

Very truly yours,

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:ER

Enc.

tracing returned to const. opt 5/4/48

FORM S-80 REM 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 24, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

As per my conversation with you this date, I am forwarding herewith the map we submitted some time ago showing the encroachment on the Southern Pacific right of way at highway station 134+50 to 136+00. This also has the plotted cross sections on both ends of this section.

The encroachments on the Southern Pacific right of way are from station 134+50 to 136+00, 179+00 to 185+00, 194+50 to 204+75 and 278+00 to 289+00. All but the first encroachment are shown on the map of the full section, and I believe all data needed for any further figuring is available in Mr. Smith's office. Mr. Porter has estimated the cost of wall construction to eliminate these encroachments, at approximately $20,000.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
enc.

Property Transfer 250+25 - 272+29

RECEIVED
MAY 1[illegible] 1948
FOR FILING

3-1110
o
o
3010 p
y

NOTED
W. C. WILLIAMS

SOUTHERN PACIFIC COMPANY
65 Market Street, San Francisco 5, California

May 4, 1948.

Mr. J. M. Devers
Oregon State Highway Department
Salem, Oregon

Dear Sir:

We have your wire of even date about easements desired by State Highway Department at Canemah and as advised we shall be glad to do what we can to expedite. While on this subject am wondering if there are any other similar propositions where State Highway Department desires easements or other concessions that you wish hurried along. If so, be kind enough to let me know as we shall be only too glad to cooperate with you.

Yours truly,

(Sgd.) E. E. Mayo
M

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MAY 6
FOR FILING

3- HTO

C. R. NORTON
DIVISION PLANT SUPERINTENDENT

THE WESTERN UNION TELEGRAPH COMPANY

PACIFIC DIVISION

SAN FRANCISCO, CAL.
April 20, 1948

ESTIMATES - Pacific - 610-48 - Oregon City-Coalca

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

4704

ATTENTION: MR. W.C. WILLIAMS
Asst. State Highway Engineer

Gentlemen:

This is in response to your letter of April 15, 1948, informing us of your assumption that one agreement form will incorporate all matters pertaining to both the Southern Pacific Co. and the Western Union Telegraph Co.

It is the wish of the Southern Pacific Co., to which we accede, that separate agreements be made between the Oregon State Highway Commission and our respective Companies.

The agreement with the Telegraph Co. should include all work in connection with communication facilities, including the wires of the Southern Pacific Telegraph Dept. but not including the wires of the Southern Pacific Signal Dept. The estimate furnished you with our letter of April 5, 1948, was prepared on that basis.

The form of agreement that will be acceptable to the Railroad Co. will probably also be acceptable to the Telegraph Co.

The stipulations should be along the lines outlined in our letter to you of April 5, 1948, on the above subject.

Yours truly,

C P Norton

Division Plant Superintendent

CPL:mc
CWS

RECEIVED
APR 16 1948

3-H10

April 15, 1948

[redacted] Highway Commission

Gentlemen:

At the last meeting of the Commission you referred to me, with authority to award to the low bidder, the Oregon City-New Era highway widening project, providing a suitable agreement could be reached with the Western Union Telegraph Company for the protection of its telegraph lines. The low bidder has given an extension of thirty days to consider the award.

We have gone over the project very carefully with the officials of the company from San Francisco, together with engineers of the Southern Pacific Company. The best arrangement that we can work out with the Western Union Company would require a cost to the State of approximately $11,000. The Company originally asked that all of their lines be placed in conduit which would have resulted in a cost of $32,000. These demands have been somewhat modified in that they have shortened the sections to be placed in conduit and the contractor has agreed to furnish all the conduit pipe and place the conduits in the pipes. The State, however, would be required to expend an approximate $11,000 for labor and materials and revision of the lines. The major expense is approximately $7,000 for the complete moving of the Western Union lines over an approximately one-half-mile section where the State is acquiring a portion of the Southern Pacific Company's abandoned right of way.

This $7,000 charge is justified in that if we take possession of the railroad's old right of way we must move the Western Union lines because our slopes cover the present poles. The remaining charge of approximately $4,000 consists of labor costs of Western Union Company for connecting and disconnecting line to cable conduits to be installed by contractor. It would seem that, if we are to go ahead with the project, we undoubtedly will have to cooperate to this extent with the Western Union Company.

No additional project authorization will be required, as we believe the additional expenditure can be covered by the ten per cent engineering and contingency fund authorized for the project.

We expect, in the near future, to have a form of agreement for execution between the State and the Southern Pacific Company, which form of agreement will stipulate the Western Union requirements as well as those of the Railroad Company. The requirements of the Railroad Company as previously outlined, costing an additional $4,000 which has been placed in the budget, appears reasonable and, if you approve the expenditure for the Western Union and if the requirements of the Railroad Company as finally presented are satisfactory from both legal and engineering standpoints, may I have your permission to award the contract when the agreement is approved by the legal and engineering departments.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:bd

cc: W. C. Williams

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APR 16 1948
FILING

AGENDA
APR 19 1948
NOA

Baldock's report to Commission

April 15, 1948

Mr. [illegible] Morton
Division Plant Superintendent
Western Union Telegraph Company
49 Geary Street
San Francisco, California

Dear Sir:

We acknowledge receipt of your letter accompanied by field sheets indicating the work necessary to protect Western Union telegraph wires during the reconstruction of the Pacific Highway between Oregon City and New Era. We are presenting this data to the Oregon State Highway Commission at a meeting in Portland on April 19 and we will then be in a position to advise you as to our plans.

You realize, of course, that we cannot complete the execution of any agreement until we have been furnished with a form of agreement which the Southern Pacific Company will ask us to execute. With the action of our Highway Commission and receipt of the form of agreement desired by the Southern Pacific Company, we will be able to definitely advise you in this matter. I am sending a copy of this letter to Mr. L. P. Hopkins, Superintendent of the Southern Pacific Company in Portland, and this department will appreciate the expediting of the Southern Pacific's agreement form. We are assuming that the one agreement form will incorporate all matters pertaining to both the Southern Pacific Railroad Company and the Western Union Telegraph Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - L. P. Hopkins
J. M. Devers
H. G. Smith
A. G. Skelton

NOA

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#3010

COPY

WARREN NORTHWEST INC.
Highway & Road Contractors
Post Office Box 5072 - Phone: Tabor 3288
Portland 13, Oregon

April 6, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock
Highway Engineer

Gentlemen:

With reference to our low bid on the Oregon City—New Era project on the Pacific Highway in Clackamas County, submitted to you on March 11, 1948, this will be your authority for a thirty day extension of time in awarding this contract.

Very truly yours

WARREN NORTHWEST INC.

/s/ J. R. Wininger

J. R. Wininger
President

JRW:DB

3-1110

#3010

FORM S-20 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 25, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. Highway Engineer
State Highway Department
Salem, Oregon

L.

Dear Sir:

In my letter of March 24th transmitting the Western Union Estimate for necessary moving and protection of their line between Oregon City and Canemah, I advised that a copy of their sketches was being held until we could obtain some additional information, and would be forwarded later.

I am forwarding, herewith, copy of these sketches, which should have been included with their report.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
CC: H. G. Smith
R. L. Porter

RIVER

Match Line

Note:- From pole 14 to pole 25 a distance of 1455' contractor will blanket all shots. We will require a lineman to patrol line during time of blasting.

Add 25 Pr. Box
1-3" I.P. Bend
1-2" Riser &
Add 5-DA, inc.
1-Sq. DA.
Install Carrier Term. Box.

Leave all wires in place

P.Z. Line in clear on River side of R.R.

Leave all wires in place

Leave all wires in place

Add 25 Pr Box
1-3" I.P. Bend
1-2" Riser &
Add 5-DA. incl.
Sq. DA.

Install Carrier Term Box

Base of Rock Bluff

℄ Present Highway
℄ Proposed Highway

℄ Present H'way
℄ Proposed H'way

℄ Line

R/W Line

Pipe Line

2-1/2 Pr. Ty-AA Cable in Buried Iron Pipe

Portland

Match Line

S.P.R.R. Co.
Roseville - Portland Line
COALCA. ORE.
Temporary work - dept Oregon State Highway widening.
Re Inspection 3-16-31
Est. No. 610 - 48

Vol. Sec. 19 Dre.

Mr. Skelton, Asst. Engr. State.
Mr. Porter, Res. Engr. State.
Mr. Winninger, Gen. Contr.
Mr. Jacobsen, Grading Contr.
Mr. Williamson, S.P. Engr.
Mr. South, S.P. Gen. Fore.

Scale 1" = 50'

Section 1

NOTE:

W.U. Section 6.
Patrol S.P.-W.U. Line from "L" line Engr. Sta. 118 to 122 just S. of Paquet St. CANEMAH during blasting operation. Line 50 to 70 ft. away. Residences 25 to 35 ft away.

Match Line

RIVER

Remove all PZ poles & wires

Leave W.U. & S.P. wires intact

141'

132'

118'

(825') 24 Pr. Type 4A cable in buried Pipe

Present & Proposed R/W Line & Highway

Base of Rock Bluff

Present R/W Line

Proposed R/W Line

Present Pavement

50'

Eng. Sta. 131

Add Pincer Arms 25 Pr. Cable Box 1-3" C.I. Bend 1-2" Riser

62 B 12½ 14/3

6 WC AA T-38

2-10M 2-8

PZ 20807 30' RN-1

40

133

To Portland.

String 4-T.P.D. each 50' each for PZ

119'

Present & Proposed Highway

Public Museum (Old Pioneer Mill)

50'

T-38

40

132

Prop. 24 Pr. 4A Cable in Buried 4" Pipe

PZ 20806

30

4 WC AA T-38

40

Tel. Co. 4 P.I. Aerial Cable

Present & Proposed Highway

Base of Rock Bluff

Eng. Sta. 130

Present R/W Line

Proposed R/W Line & Highway

Tel. Co. L.P.I. Aerial Cable

1-6M 1-2" D.E.-8 PZ wires Add 1 D.A.

PZ 20802 40

Add Pincer Arms & Arm Guys

2-8 2-10M WC AA T-28

Add 1 TPD-4 Cable

754

35 RN-3

50'

Add 25 Pr. Box 1-3" C.I. Bend 1-2" Riser & 10-26 Pr. P.H. Cable term.

Carrier

To S.F.

H.L. R/W

New Sta. 135

Match Line

W.U. SECTION 5.

Scale 1" = 50'

3-21-'48

3-1110

3010

WARREN NORTHWEST INC.

HIGHWAY & ROAD CONTRACTORS

POST OFFICE BOX 5073 • PHONE: TABOR 3388

PORTLAND 18, OREGON

March 24, 1948

Oregon State Highway Commission
Salem, Oregon

Subject Contract: Oregon City-New Era Section
Pacific Highway East
Clackamas County

Gentlemen:

With reference to the above subject contract, at a recent meeting with the representative of the Western Union Company and Mr. Al Skelton, your district engineer, we agreed to furnish approximately 600 feet of conduit pipe to be used in Sections 1, 3 and 5 for encasing the Western Union cable during the excavation operations at these areas.

We propose to furnish this pipe and all of the labor involved in laying the pipe, pulling the cable through the pipe and digging the anchor holes required at each of the three locations mentioned above at no cost to the State or the Western Union Company.

Very truly yours

WARREN NORTHWEST INC.

J. R. Wininger
President

JRW:DB

CC: Mr. Al Skelton

3-1110

+ 3010

FORM S-20 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 23, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. Highway Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of March 22nd, I wrote you confirming my telephone conversations of last Friday and of yesterday in regard to the progress made in arriving at an understanding of the absolutely necessary changes and protection work for the Western Union lines during the construction of the Oregon City-New Era Section. As stated in this letter, Mr. Laird of the Western Union Company was completing his breakdown summary and estimate, and was to leave a copy of this for us before he left for San Francisco last night.

I am enclosing herewith copy of the report Mr. Laird is making to Mr. Norton, Division Plant Superintendent of the Western Union Telegraph Company at San Francisco, together with a pencilled recapitulation and breakdown of his estimated labor costs.

I believe Mr. Laird's report is reasonably complete and covers the work contemplated in each section. You will note that the Postal Telegraph line, which is shown in this report as a "PZ" route, has been broken down so that the work on the portion of it on railroad right of way is shown as a charge against the State, while work on the portion on the highway right of way is shown as a Western Union charge. In his breakdown labor costs, you will note that he shows a charge against each section. This should be of help in arriving at a reasonably good breakdown on the total costs, although the breakdown on material costs is not shown. The overhead costs are considerably higher than we anticipated here, however, without knowing their bookkeeping methods and just what is covered by these, it would be difficult to comment on them. Apparently the cost of patrolling the line, on account of blasting danger, is shown at an estimated cost of $600.

We also have four sheets of sketches showing the proposed work in detail with symbols, limits, etc. We are making a copy of these today and will forward them in tomorrow's mail. I don't believe they will have any

RECEIVED
MAR 24 1948
OREGON
STATE HIGHWAY COMMISSION

particular bearing on the estimate, or clarify it, but will be of help to us in the future when this work is done.

I am also enclosing the Salem Office file and the marked map which you left with us last week.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
[redacted]
cc: H. G. Smith
R. L. Porter

3.1110

#301 for title

THE WESTERN UNION TELEGRAPH COMPANY

DESCRIPTION OF WORK
and
NECESSITY

Est. No. 610 1948
Val.Sec. 19-Ore.
Division Pacific
State Oregon

This is not a budget item. We had no information regarding the Oregon State Highway Department's plans for widening the highway between Coalco and Oregon City at the time the budget was prepared. This project covers both temporary and permanent line changes in 5 sections of our Roseville-Portland trunk line, totaling .44 miles.

History and Description of Line:

This section of line was last repaired under Estimate 205-41, completed 6-2-44, when the following average work per mile was performed:

Replaced 4 poles
Reinforced 3 poles
Replaced 7 crossarms
Set 2 anchors.

Class 4 round Western Cedar butt treated poles were used.

Several short sections of this line have subsequently been relocated or reconstructed on account of track or highway changes.

The line now carries an average of 34 to 36 communication wires on 4 - 10' fir crossarms and from 4 to 6 signal wires on a 10' fir crossarm. The PT&T Co. has an aerial cable on the line from M.P. 754 / 1 to M.P. 754 / 6.

Necessity for the Work:

The Oregon State Highway Dept. is now converting U.S.Highway 99-E from a 2 lane to a 4 lane highway between Coalca and Oregon City. The highway widening will require blasting at a number of locations. The Railroad Co. and the Highway Dept. will exchange several parcels of land and the Railroad Co. will also lease to the Highway Dept. a parcel of land in which the telegraph line is involved.

In a 500' section in Canemah, Oregon, where the Highway Dept. proposes some blasting in the vicinity of our open wire line along the Southern Pacific, it is not anticipated that protection of the line temporarily with cable will be necessary. A Lineman will be assigned to patrol the line during the blasting operations, for a period of about 10 days.

Work Proposed:

Section 1. From M.P. 750 / 9 to M.P. 750 / 4 (Distance.12 miles)
Place all wires in a 24 pr. Type 4B L.P.I. cable protected by iron pipe buried along the toe path. After the service has been cut into the cable, leave the pole line and open wire intact, with the understanding that if any damage is done, the damaged plant will be replaced with new plant at the expense of the state who will in turn recollect from the bondsmen through the contractor. From M.P. 750 / 14 to M.P. 750 / 25 contractor will blanket all blasting. A lineman will be required to patrol the line during the blasting operations.

THE WESTERN UNION TELEGRAPH COMPANY

DESCRIPTION OF WORK
and
NECESSITY

Est.No. 610 1948
Val.Sec. 19-Ore.
Division Pacific
State Oregon

The Canby Coop. Telephone Co. has 2 #12 iron wires on the line from M.P. 750 / 7 to M.P. 750 / 25. We will handle their circuit during the reconstruction period.
When the highway widening and blasting is completed, the open wires will be repaired where necessary, cut in service, and the cable, pipe, and equipment moved to Section 3.

Section 2. From M.P. 751 / 7 to M.P. 751 / 31 (Distance .54 miles)

Relocate and totally reconstruct the line account of relocation and widening of the highway involving the construction of fills and blasting operations. Use all new material for the new section of line, cut over and then remove the existing line, salvaging all usable materials.

PZ Route 79 (8 wires on one crossarm) is to be routed in open wire on a crossarm to be placed in the 6th gain of the Roseville-Portland line along the S.P. from M.P. 751 / 18 to M.P. 751 / 31.

The PZ line in this section is to be permanently dismantled under a PZ removal project.

The PT&T Co. have 4 #12 BWG iron wires in this section which consists of 24 poles in the present line and 22 poles in the proposed line. The Telephone Co. will handle its circuits.

Section 3. From M.P. 751 / 31 to M.P. 751 / 36 (Distance .13 miles)

Place 32 S.P. Route and 8 PZ Route wires in a 24 pr. Type 4A L.P.I. cable protected by 3" iron pipe buried along the toe path. Remove and salvage 16 crossarms and 6.4 mi. of S.P. Route wires as protection from blasting. Leave all poles, wires, etc. intact under same conditions as in Section 1.
Upon completion of the blasting activities, the S.P. Route wires will be repaired or replaced as necessary and service transferred to them.

The cable, pipe and associated equipment then moved to Section 3. Four T.P.D. wires will be strung on a #8 iron wire messenger attached just below gain 5 of the Roseville-Portland Line, to accomodate the 8 PZ circuits. The permanent removal of PZ Route 79 will be handled under a separate project.

From M.P. 751 / 36 to 751 / 38 a lineman will be necessary to patrol the line during the time blasting is in progress in this area.

Section 4. From M.P. 751 / 36 to M.P. 752 / 7 (Distance .28 miles)

No change will be made in the Roseville-Portland route wires in this section. The 8 PZ wires will be taken care of in the same manner as outlined in Section 3. The extension of the PZ wires in twisted pair wire from the Southern Pacific right of way to the east side of the highway to PZ pole 20731, and the permanent removal of the PZ pole line and wires from this pole south to PZ pole 20702 will be handled under a separate project.

Section 5. From M.P. 754 / 00 to M.P. 754 / 6 (Distance .14 miles)

Place 32 S.P. communication and 8 PZ Route wires in a 24 pr. Type 4A L.P.I. cable protected by iron pipe buried along the toe path. Leave all poles and wires intact. The contractors plan to build a

THE WESTERN UNION TELEGRAPH COMPANY

DESCRIPTION OF WORK
and
NECESSITY

Est. No. 610 1948
Val.Sec. 19-Ore
Division Pacific
State Oregon

wall of heavy timbers 15 ft. in height, located along the parapet wall. The Roseville-Portland Line is below the highway close to the tracks. The PZ line is on or close to the highway about where the wall to protect the R.R. track will be built. The permanent removal of the PZ Route 79 poles and wires in this section will be handled under a separate project.
The PT&T Co. have a lead aerial cable attached under the crossarm in gain 3 from M.P. 754 ⁄ 1 to M.P. 754 ⁄ 6. The Telephone Co. will handle its own plant during the highway construction work.

When the highway work is completed, the Roseville-Portland open wires will be repaired as necessary and restored to service. Four T.P.D. wires will be strung on a #8 iron wire messenger attached on field side below gain 4 of Roseville-Portland Line to accommodate the 8 PZ circuits. The temporary cable, pipe and associated equipment will be removed.

Section 6. From Engineer's Station 118 to 122 south of Paquet St., Canemah
There will be some blasting in this area. It is anticipated it will be unnecessary to remove the pole line or wires temporarily. However, a Lineman will be assigned to patrol the line during the period the blasting work is in progress.

General:

The State has arranged to have its contractor provide and install the pipe, pull in the cable, and dig the anchor holes under the supervision of a W.U. inspector in all 3 sections where temporary cable is indicated (Sections 1, 3, & 5).
All other material and labor will be furnished by the Telegraph Co. at the expense of the state.
In the first section to be worked (Section 1) if the plan for temporary cable or for leaving the poles, crossarms and wires intact should prove to the R.R. Co. or the Telg. Co. to be undesirable because of lost circuit time or physical damage to the line, the cable limits may be extended and the damaged plant replaced at the expense of the State, who will recollect from the bondsman through the contractor.

2-1110

4010

THE WESTERN UNION TELEGRAPH COMPANY

DESCRIPTION OF WORK
and
NECESSITY

Est.No._____
Val.Sec._____
Division_____
State_____

From Pole 20702 to Pole 20731 (Distance .74 miles)

This project covers the permanent removal of PZ Route 78 pole line and wires from pole 20702 (adjacent to S.P. M.P. 751 ⁄ 18) to pole 20731 (adjacent to S.P. M.P. 752 ⁄ 7), on account of proposed blasting work in connection with the widening of U.S. Highway 99-E.

The 8 PZ wires will be routed permanently on the S.P. line within the limits covered by this estimate, either in cable temporarily or twisted pair wire where permanent construction is indicated.

There are 3 #6 iron and 5 #9 copper wires on the line carried on one crossarm. The crossarms are a mixture of 8' and 10' arms. The #9 copper wires will be salvaged for junk. The poles, crossarms and guys have no salvage value and will be disposed of on the ground with the exception of 6 burr treated Class 5 Western Cedar poles which will be salvaged.

The plant to be removed includes the following;

Anchors to abandon	9
Guys to remove	9
Crossarms to remove 10'	18
" " " 8'	15
Poles to remove and junk	29
" " " salvage	6
Wire to remove & salvage #9 copper	3.4 miles
" " " junk #6 iron	8 "

To make the connection from the line on the S.P. right of way to the PZ line on the highway will require setting one pole and stringing 1600 ft. of #16 T.P.D. wire.

From PZ pole 20802 to pole 20806, a distance of .14 miles, it is proposed to permanently remove 8 wires (total 1.1 miles) and 3 poles prior to blasting operations. The PZ circuits will be routed temporarily through underground cable to be installed along the toe path of the Southern Pacific tracks from S.P. M.P. 754 ⁄ 00 to M.P. 754 ⁄6. The connection to the cable boxes will be made with twisted pair wire. Permanent anchors and guys will be installed on the PZ line to hold the deadends.

The other permanent work will consist of stringing 4 T.P.D. on the Roseville-Portland Line under a separate project.

The installation of the temporary cable plant will also be handled under a separate project.

3-1110

#3010

Olympic Peninsula

F 2

Recapitulation

	Total	Less W.V.	State
Labor	6800	900	5900
material	2500	200	2300 2200
	680	80	600
Other Disbursements.	9980	1190	8800
Direct Cost			1425
Supervision on Labor 2590			
Soc. Sec + Unemployment Tax			177
Supply Expense			330
Freight			550
~~Total~~.			
			$ 11332

approximate unofficial Est
3-22-'48-

J. H. Laird Portland, Oregon

This estimate contains no contingency items for replacing wires, insulators, crossarms, poles etc. left standing in the event of damage by blasting.

JHL

EST'D. LABOR COSTS

Canemah to New Era - Highway Relocation

	Sec. 2	Sec 3	Sec 4	Sec 5	Units/ Total	Unit Cost	Total Est. Cost	W.U. Prep'n.
Acct. 1021								
Anchors to Set	9				9	20.	180	
Crossarms to attach (pr)	104				104	2.	208	
Guys to attach	9				9	2.50	23	
Poles to Set Class 4	22				22	50.	1100	
Sub Total							1511	
Contingencies							151	
Total Acct. 1021							1762	
Acct. 1022								
Miles of Wire to String (ft)	19.4				19.4	40.	776	
Transp. Crew to attach	13.				13.	1.50	20	
Wire (4 T.P.D. + #8 iron wire for PZ) on S.P. R/W ft.	1100			202	1302	.20	260	—
Ditto on Highway R/W "	460	621	1475	202	2758	.20	552	552
Sub Total							1608	
Contingencies							161	
Total Acct 1022							1769	
Acct. 1515.								
Anchors to abandon	8				8	1.	8	
Crossarms to remove	96				96	1.50	144	
Guys to remove	8				8	1.50	12	
Poles to remove	24				24	5.	120	
Wire to remove mi	19.4				19.4	15.	291	
Sub Total							575	
Contingencies							58	
Total Acct. 1515							633	

30R COSTS

Canemah to New Era - Highway Relocation

Account 4130	Section 1	Section 3	Section 5	Total Units	Unit Cost	Total Cost	W. U. Proportion
Anchors to Set-10-M.	4	4	4	12	2.*	24	
Trench to open + refill ft.	593	641	764	1988	-C	-	
Duct to install + remove I.P. ft	613	661	784	2058	-C	-	
Cable Box to install + remove 25 ea.	2	2	2	6	25.	150	
Carrier Term. Box ✓ ✓	2	2	2	6	10.	60	
Guys to attach & remove	4	4	4	12	3.	36	
Crossarms to attach & remove	8	8	8	24	3.	72	
Crossarm Guys to attach & Rem.	8	8	8	24	2	48	
Terminal Work - Wiring, dead ending cutting open to cable, fitting up Cable lengths + re-splicing	2	2	2	6	100.	600	
Cable splice to make + blow	2	2	2	6	30	180	
Inspector on pipe + cable pulling						175	
Patrol Line acct. Blasting Da.	15	5	Sec. 6 10/10	40	15	600	
Cable to pull in pipe & Remove for reuse or Salvage ft.	640	700	825	2165	-C	-	
Poles to move trench	1	1		1	30	30	30
Crossarms to transfer		4		4	3	12	12
Sub Total						1987	42
Contingencies						199	
Total						2186	
Less W.U.							
Net.							

Note:-

* Contractor will dig & refill holes.

-C Work to be performed by Contractor under Supvn. of W.U. Inspector.

Estimated LABOR COST

"PZ" Removals. (Former Postal Telg. Co.

	Sec. 2	Sec 3	Sec 4	Sec 5	Total Units	Unit Cost.	Total Cost.
on S.P. R/W.							
Anchors to abandon	5				5	1.	5
Guys to remove	5				5	1.50	8
Crossarms to remove	8			2	10	1.50	15
Poles to remove	8			2	10	5.	50
Wire to remove - mi.	1.7			.6	2.3	20.	46
Sub Total							124
Contingencies							12
Total							136
on Highway R/W.							
Anchors to abandon	3	1	-		.4	1	4
Guys to remove	3	1	-		4	1.50	6
Crossarms to remove	7	5	10	2	24	1.50	36
Wire to remove mi.	.7	.94	2.23	.6	4.5	20.	90
Poles to remove	5	5	10	2	22	5	120
Pole Braces to remove	2	2	2		6	3	18
Sub Total							274
Contingencies							27
Total.							301

3-1116

#3010

FORM E-30 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 22,1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

L

Dear Sir:

Confirming my telephone conversation of last Friday and today, Mr. Young, Mr. Porter and myself from this office went over the Western Union work in connection with the construction of the Oregon City-New Era Section with Mr. Laird of Western Union, Mr. Williamson of Southern Pacific and Mr. Wininger and Mr. Jacobsen, Contractors, last Friday. This trip was for the purpose of trying to arrive at an understanding of the absolutely necessary changes and protection work for the Western Union lines during the construction of this new section, and also to arrive an an understanding as to the portion of this work that was properly the responsibility of the contractor, and that which should not be his particular responsibility or expense.

In substance, we have agreed that it will be necessary to prepare about 600 feet of line in cable with pipe cover on Section #1 and that the work in Section #2 is definitely the State's responsibility, about which there is no particular question; that about 600 feet of cable with pipe cover will be required in Section#3.The only line under Section #4 in question is the Postal Telegraph Line, and this is almost entirely on the State Highway right of way. In Section #5 it will also be necessary to place about 600 feet of thie lines in conduit with pipe cover. In Section #6 patrolling only was shown in the Western Union estimate and this is all that will be required.

The contractors have agreed to furnish the pipe cover, pull the cable, drill and shoot the anchors for the end poles and do such work of this nature at their own expense for the conduit required in Sections #1, 3 and 5. Mr. Laird estimatehis expense of cutting the line at each end, making the cable connections, then unconnecting the cable at the end of the work and reconnecting their lines at approximately $1,000each on each of those sections. This is the work and expense which the contractor feels should be borne by the State.

Mt. Laird is now completing his breakdown summary and estimate and expects to have this ready just before he leaves for San Francisco tonight. A copy of this will be left for us, which will include his detailed estimate of costs, which I understand do not include the cost of the pipe cover for the conduit, pulling of the cable and the other work to be done by the contractor. I will submit a copy of this, together with the map furnished from your office and the correspondence file you left, tomorrow, together with my detailed report and recommendation.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS/bd
cc: H. G. Smith
R. L. Porter

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

3-1110
#3010

WESTERN UNION

1201

(16)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA53 DH DM=SANFRANCISCO CALIF 12 MAR 12 AM 10 22

R H BALDOCK=

STATE HIGHWAY ENGINEER

PER TELEPHONE REQUEST YOUR MR= SKELTON WE ARE MAKING ARRANGEMENTS FOR OUR MR= LAIRD TO BE IN PORTLAND THURSDAY, MARCH 18, TO MAKE FIELD INSPECTION WITH YOUR REPRESENTATIVES VICINITY COALCO, ORE= WE WILL ASK THAT RAILROAD REPRESENTATIVES ALSO BE PRESENT=

NORTON=

18=1

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

3-1110

3010

THE WESTERN UNION TELEGRAPH COMPANY

PACIFIC DIVISION

SAN FRANCISCO CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

March 11, 1948

ESTIMATES - Pacific - 610-48 - Oregon City-Coalco

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This supplements our telegrams of March 9th and 10th regarding the pole line changes in our two telegraph lines in the vicinity of Coalco, Ore., necessitated by the proposed widening of U.S. Highway 99.

There are attached 4 sheets describing the work and 6 field sheets outlining the work in detail by symbols together with a key sheet explaining the symbols.

The following supplements the description sheets, using corresponding numbers for each section:

Section 1. The open wire pole line, carrying 34 communication wires and 6 Railroad signal wires, closely parallels the Highway on the Highway side of the Railroad right of way and across the Highway from where several rocky bluffs are to be blasted. The former Postal Co. line is not involved in this section.

Section 2. This is the section in which the Railroad Co. proposes to sell 2.526 acres to the State and on the north end of the tract to be sold, to grant the State an easement of .116 acres for the purpose of making a fill and near the south end of the track to be sold, to grant the State an easement of .107 acres for the toe of a proposed slope. This will, in general, leave the Railroad Co. a right of way on the easterly side of its tracks 50' wide. It will be necessary to totally reconstruct the pole line in this section for 4 reasons:

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

(1.) To permit the State to carry out its plan for fill work.
(2.) To clear the proposed cut in the vicinity of M.P. 751.3 (Pole 15) where the pole line is located on a high ridge only 50' from the proposed center line of the highway.
(3.) To locate our line on the Railroad Company's right of way.
(4.) To avoid the expense of temporary work.

Section 3. In this section, the Railroad right of way abuts the Highway. The pole line along the Southern Pacific is immediately adjacent to the Highway and the former Postal line is along the east side of the Highway from 15 to 20'. Several rocky bluffs are to be cut and blasted to widen the highway.

Section 4. The work of rerouting the wires from the former Postal Co. line to the line along the Railroad is necessitated by the proposed blasting and rocky hillsides on which it is now located from 15 to 20' from the present Highway.

Section 5. Both of our lines in this section are in close parallel, one on S.P. right of way and the former Postal line on State Highway right of way in close proximity to several rocky bluffs where heavy blasting will be necessary. It is proposed to protect the wires of both lines in one underground cable. The removal of the former Postal line is described on a separate Form 3402.

Section 6. In this section, the line is some 60' away from a comparatively low rock formation into which it is proposed to make a maximum cut of 14' in a horizontal direction. Due to the comparatively light blasting that will probably be done in this section, we agree that it will probably not be necessary to remove the open wires and provision has been made in our Estimate for a Lineman to patrol the line at intervals during the blasting operations.

We trust these explanations will give you a clearer picture of the proposed pole line work and the necessity for it.

The work has been planned and estimated in a manner similar to many other line changes performed under like conditions.

The expense will be billed to the State on an actual cost basis. Detailed figures for Labor, Material and Other Disbursements making up our Estimate will be furnished you in the next few days.

Yours truly,

C P Norton

Division Plant Superintendent

LJL:mc
GWS
Attach.

~~3-1110~~

#3010

THE WESTERN UNION TELEGRAPH COMPANY

General Description Sheet Form 3000

610 48

EST. No. ~~19-Ore.~~ 19

VAL. SEC. ~~Pacific~~

DIVISION ~~Oregon~~

STATE

DESCRIPTION OF WORK AND NECESSITY

~~This is not a budget item.~~ We had no information regarding the Oregon State Highway Department's plans for widening the highway between Coalco and Oregon City at the time the budget was prepared. This project covers both temporary and permanent line changes in 5 sections of our Roseville-Portland trunk line, totaling 1.56 miles.

History and Description of Line:

This section of line was last repaired under Estimate 205-41, completed 6-2-44, when the following average work per mile was performed:

Replaced 4 poles
Reinforced 3 poles
Replaced 7 crossarms
Set 2 anchors.

Class 4 round Western Cedar butt treated poles were used.

Several short sections of this line have subsequently been relocated or reconstructed on account of track or highway changes.

The line now carries an average of 34 to 36 communication wires on 4 - 10' fir crossarms and from 4 to 6 signal wires on a 10' fir crossarm. The PT&T Co. has an aerial cable on the line from M.P. 754+1 to M.P. 754+13.

Necessity for the Work:

The Oregon State Highway Dept.is now converting U.S. Highway 99-E from a 2 lane to a 4 lane highway between Coalco and Oregon City. The highway widening will require blasting at a number of locations. The Railroad Co. and the Highway Dept. will exchange several parcels of land and the Railroad Co. will also lease to the Highway Dept. a parcel of land in which the telegraph line is involved.

In a 500' short section near Oregon City where the Highway Dept. proposes some blasting in the vicinity of our open wire line along the Southern Pacific, it is not anticipated that removal of the line temporarily will be necessary. A Lineman will be assigned to patrol the line during the blasting operations, for a period of about 10 days.

Work Proposed:

Section 1. From M.P. 750+8 to M.P. 750+5 (Distance .41 miles)

Place all wires in a 17 pr. Type 3B L.P.I. cable protected by 3" iron pipe buried along the toe path. Remove and salvage 13.9 miles of wire. Remove 40 crossarms to prevent damage to arms, pins and insulators. Leave poles standing.

The Canby Coop. Telephone Co. has 2#12 iron wires on the line from M.P. 750+7 to M.P. 750+25. We will handle their circuit during the reconstruction period.

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When the highway widening and blasting is completed, the open wires will be restored in their original location.

Section 2. From M.P. 751+7 to M.P. 751+30 (Distance .52 miles)

Relocate and totally reconstruct the line account of relocation and widening of the highway involving the construction of fills and blasting operations. Use all new material for the new section of line, cut over and then remove the existing line, salvaging all usable materials.

PZ Route 79 (8 wires on one crossarm) is to be routed in open wire on a crossarm to be placed in the 6th gain of the Roseville-Portland line along the S.P. from M.P. 751+18 to M.P. 751+30.

The PZ line in this section is to be permanently dismantled under a PZ removal project.

The PT&T Co. have 4 #12 BWG iron wires in this section which consists of 23 poles in the present line and 21 poles in the proposed line. The Telephone Co. will handle its circuits.

Section 3. From M.P. 751+30 to M.P. 751+38 (Distance .20 miles)

Place 32 S.P. Route and 8 PZ Route wires in a 24 pr. Type 4A L.P.I. cable protected by 3" iron pipe buried along the toe path. Remove and salvage 16 crossarms and 6.4 mi. of S.P. Route wires as protection from blasting. Leave all poles standing.

Upon completion of the blasting activities, the S.P. Route wires will be restored in their original position. A 10' crossarm will be added in gain 6 of the Roseville-Portland line to carry 8 PZ open wires. The permanent removal of PZ Route 79 will be handled under a separate project.

Section 4. From M.P. 751+38 to M.P. 752+7 (Distance .22 miles)

No change will be made in the Roseville-Portland route wires in this section. A 10' crossarm will be added in gain 6 to carry 8 PZ open wires. The extension of the PZ wires in twisted pair wire from the Southern Pacific right of way to the east side of the highway to PZ pole 20731, and the permanent removal of the PZ pole line and wires from this pole south to PZ pole 20702 will be handled under a separate project.

Section 5. From M.P. 753+39 to M.P. 754+7 (Distance .21 miles)

Place 32 S.P. communication and 8 PZ Route wires in a 24 pr. Type 4A L.P.I. cable protected by 3" iron pipe buried along the toe path. Remove and salvage 16 crossarms and 6.7 mi. of wire from the Roseville-Portland line. Leave all poles standing.

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The PT&T Co. have a lead aerial cable attached under the crossarm in gain 3 from M.P. 754+1 to M.P. 754+7. The Telephone Co. will handle its own plant during the highway construction work.

When the highway work is completed, the open wires will be restored and the temporary plant removed.

Section 6. From Engineer's Station 118 to 122 south of Oregon City

There will be some blasting in this area. It is anticipated it will be unnecessary to remove the pole line or wires temporarily. However, a Lineman will be assigned to patrol the line during the period the blasting work is in progress.

PRINTED IN U. S. A.

#3010

THE WESTERN UNION TELEGRAPH COMPANY

General Description Sheet Form 3000

DESCRIPTION OF WORK
AND
NECESSITY

EST. No._____ 19____
VAL. SEC._____
DIVISION_____
STATE_____

From Pole 20702 to Pole 20731 (Distance .74 miles)

This project covers the permanent removal of PZ Route 79 pole line and wires from pole 20702 (adjacent to S.P. M.P. 751+18) to pole 20731 (adjacent to S.P. M.P. 752+7), on account of proposed blasting work in connection with the widening of U.S. Highway 99-E.

The 8 PZ wires will be routed permanently on the S.P. line within the limits covered by this estimate, either in cable temporarily or open wire where permanent construction is indicated.

There are 3 #6 iron and 5 #9 copper wires on the line carried on one crossarm. The crossarms are a mixture of 8' and 10' arms. The #9 copper wires will be salvaged for junk. The poles, crossarms and guys have no salvage value and will be disposed of on the ground with the exception of 6 butt treated Class 5 Western Cedar poles which will be salvaged.

The plant to be removed includes the following:

Anchors to abandon		9
Guys to remove		9
Crossarms to remove	10'	18
" " "	8'	15
Poles to remove and junk		29
" " " " salvage		6
Wire to remove & salvage #9 copper		3.4 miles
" " " " junk #6 iron		2 "

To make the connection from the line on the S.P. right of way to the PZ line on the highway will require setting one pole and stringing 1600 ft. of #16 T.P.D. wire.

From PZ pole 20800 to pole 20808, a distance of .21 miles, it is proposed to temporarily remove 8 wires (total, 1.7 miles) during blasting operations. The PZ circuits will be routed through underground cable to be installed along the toe path of the Southern Pacific tracks from S.P. M.P. 753+39 to M.P. 754+7. The connection to the cable boxes will be made with twisted pair wire. Temporary anchors and guys will be installed on the PZ line to hold the dead-ends.

The permanent work will consist of attaching 6 crossarms and re-stringing 1.7 miles of wire.

The installation of the temporary cable plant will be handled under a separate project.

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FORM 3372-B

WESTERN UNION TELEGRAPH COMPANY

PLANT DEPARTMENT

INSPECTION OF _____ LINE

BETWEEN _____ AND _____ DISTANCE _____ MI.

WORK COVERED BY _____ DIVISION EST. NO. _____ 19__

DATE OF INSPECTION FROM _____ 19__ TO _____ 19__

INSPECTOR _____ APPROVED _____
CHIEF INSPECTOR

USED – MOTOR CAR – AUTO.
(CROSS OUT ONE OR BOTH)

_____
DIVN. SUPVR. OF LINES

STANDARD SYMBOLS AND ABBREVIATIONS

SYMBOL	EXPLANATION	SYMBOL	EXPLANATION
○	Existing Pole	○—○	Existing "H" Fixture
●	New Pole either additional or to replace another	●—●	Proposed "H" Fixture
⊗	Pole to remove: not defective	○—‖	Existing Push and Pull Brace.
⊗	Pole to replace in existing location: not defective.	○—▮	Proposed " " " "
⊗	Pole to remove: defective butt.	○▮	Proposed Ground Brace.
⊗	Pole to replace in existing location on account defective butt.	○^{S}	Straighten pole
⊗	Pole to remove account defective top.	○ 2'	Move pole two feet in direction of arrow
⊗	Pole to replace in existing location account defective top.	○ 40'	Move pole forty feet in direction of arrow.
⊗	Pole to remove account defective top and butt.	⊗ 30'/25'	Present 30' pole. Proposed 25' pole
⊗	Pole to replace in existing location account defective top and butt	D.A. B-1	Double Arms Bolt Top Arm.
Ø	Lower arms one gain account defective top.	○ RN-1	Renew top arm.
Ø	Lower arms two gains account defective top.	○ RN-2	Renew 2nd. arm.
Ø	Lower arms two gains Top not defective.	◔	Pole of Foreign Company.
Ø	Reset account defective butt.	⊙⊙⊙	Existing Screen Guard.
Ø	Reset. Butt not defective.	●●●	Proposed " "
○	Existing pole with stub reinforcement.	HX	Highway Crossing.
○	Proposed Stub reinforcement.	PX	Private "
○	Existing Push Brace.	═══	River or Creek
○	Proposed Push Brace.	▭	Building
○—	Existing Anchor and Guy.	◇	Mile Post. Show increasing miles in upper half and decreasing miles in lower half.
○→	Proposed " " "	★	This symbol to be used in connection with gradual respacing work to denote a permanent location.
○—	Replace anchor.	◡	Set deeper.
○—	Renew guy	25'	Salvage 25' class "C" pole.

PZ on river side of track – (not involved)

25 WC-4 T35 — 131 — 35 Add Pincer Arms, Add 18pr Box, C.I. Pipe Bend 2"-Riser

24 WC-4 T36 — 136 — 35

37/38 — 23 — 154 — 30

25 B — 22 WC-4 T36 — 121 — 35 Remove arms

21 WC-4 T35 — 136 — 40 Remove arms, 4" slip joint

20 WC-3 T35 — 128 — 25 Remove arms

19 WC-4 T35 — 135 — 28 Remove arms

14 33/38 — 24 B — 18 WC-4 T38 — 139 — 30 Remove arms RN-3

17 WC-3 T35 — 128 — 30 Remove arms, 4" slip joint

1/4 17/18 — 16 WC-3 T36 — 120 — 35 Remove arms

15 WC-4 T35 — 127 — 35

23 B — 14 WC-4 T35 — 116 — 33

37/38 — 13 — 116 — 30

12 WC-3 T38 — 97 — 35 Remove arms RN-2

10 — 11 WC-3 T35 — 122 — 40 Remove arms

10/9 14/13 — 22 B — 10 WC T35 — 122 — 40 Remove arms

9 WC T35 750.17 — 121 — 40

8 WC T36 — 40

1-3" I.P. — 1-17 pr. Type 3-B cable

Remove all comm. wires

Rock Cut

4" slip joint

On Hwy Property

On Hwy Property

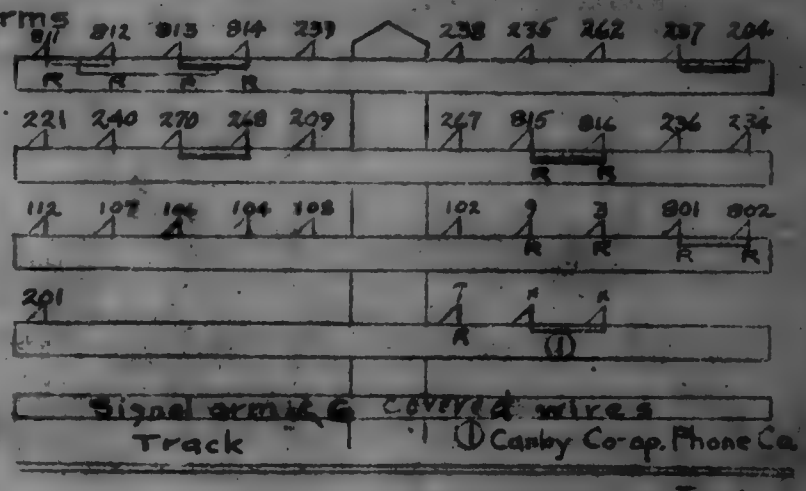
State Highway

Add 5 DA inc. 1-sig. DA, 18 pr. box, C.I. Pipe bend, 2"-riser

10'

MP 750 +

PRESENT.



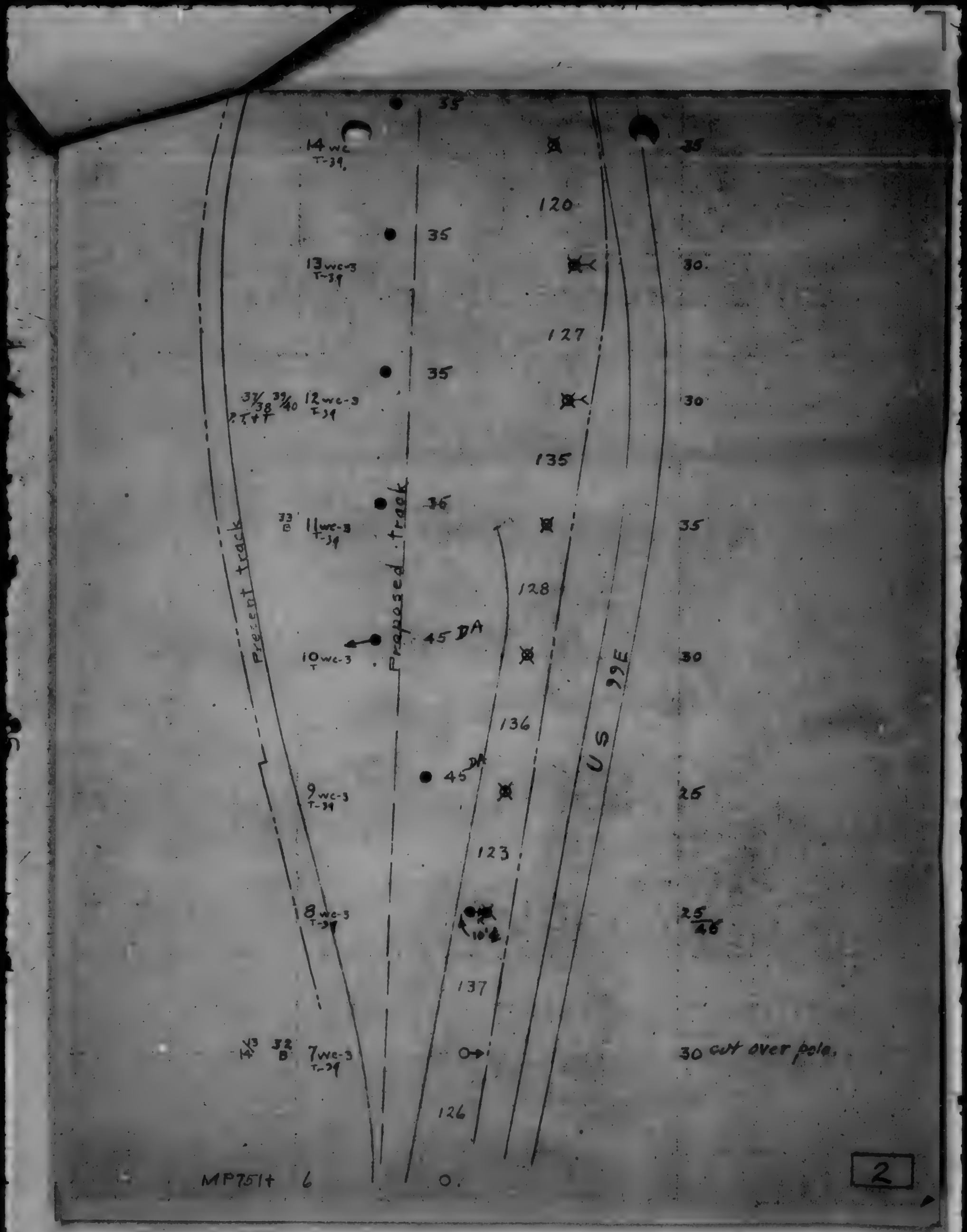
PROPOSED - Temp.

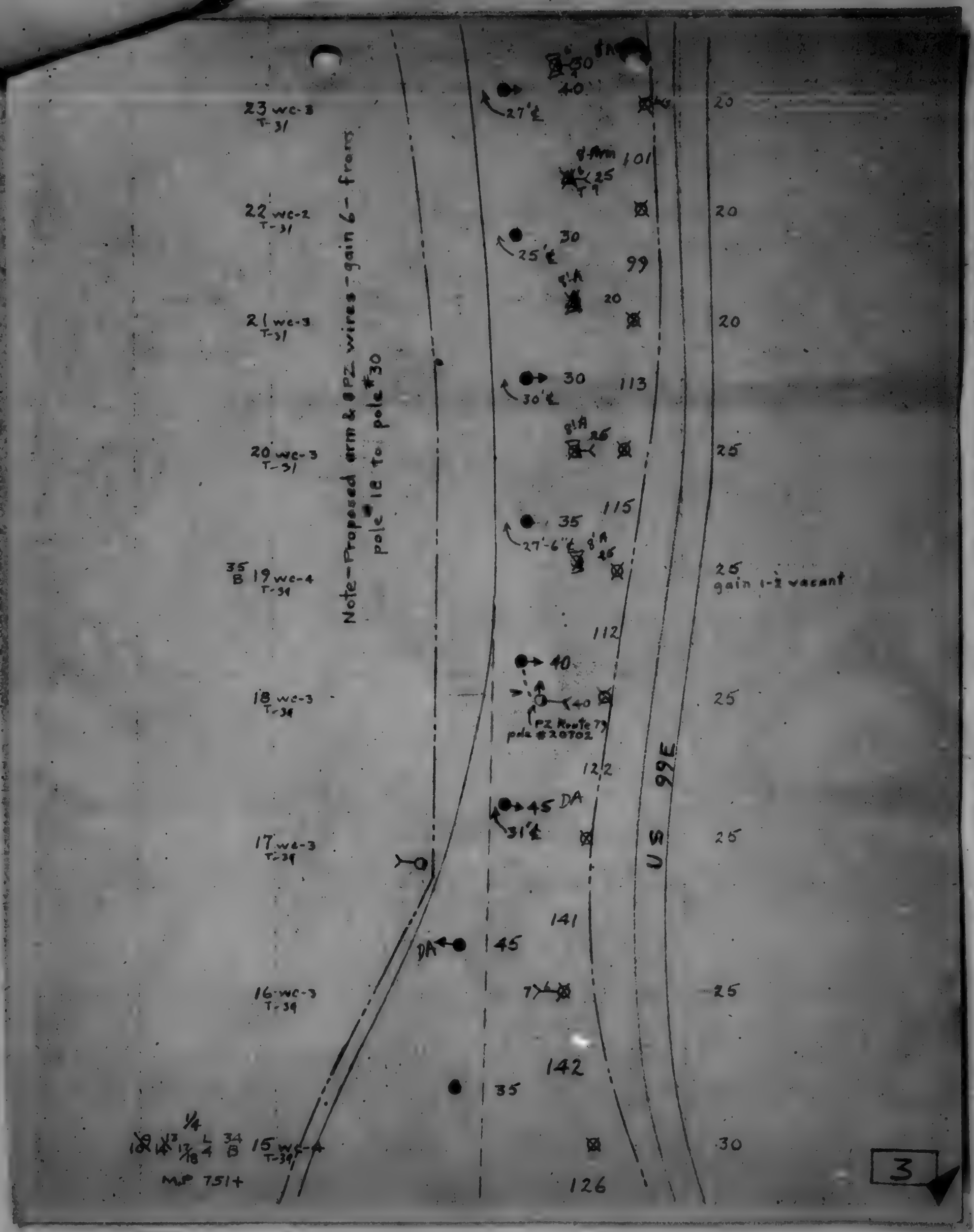
LPI Cable in pipe
2225'-17 Pr. Ty 3-B
16'-18 Pr. Pothead
Proposed - Permanent
Restore open wires as at present.

S.P. Ry. Co. V.S. Ore. 19
Roseville-Portland Line
COALCA, ORE.
Temporary work - elect. Oregon State Highway widening.
Inspected 12-16-47
Est. No. 610-48

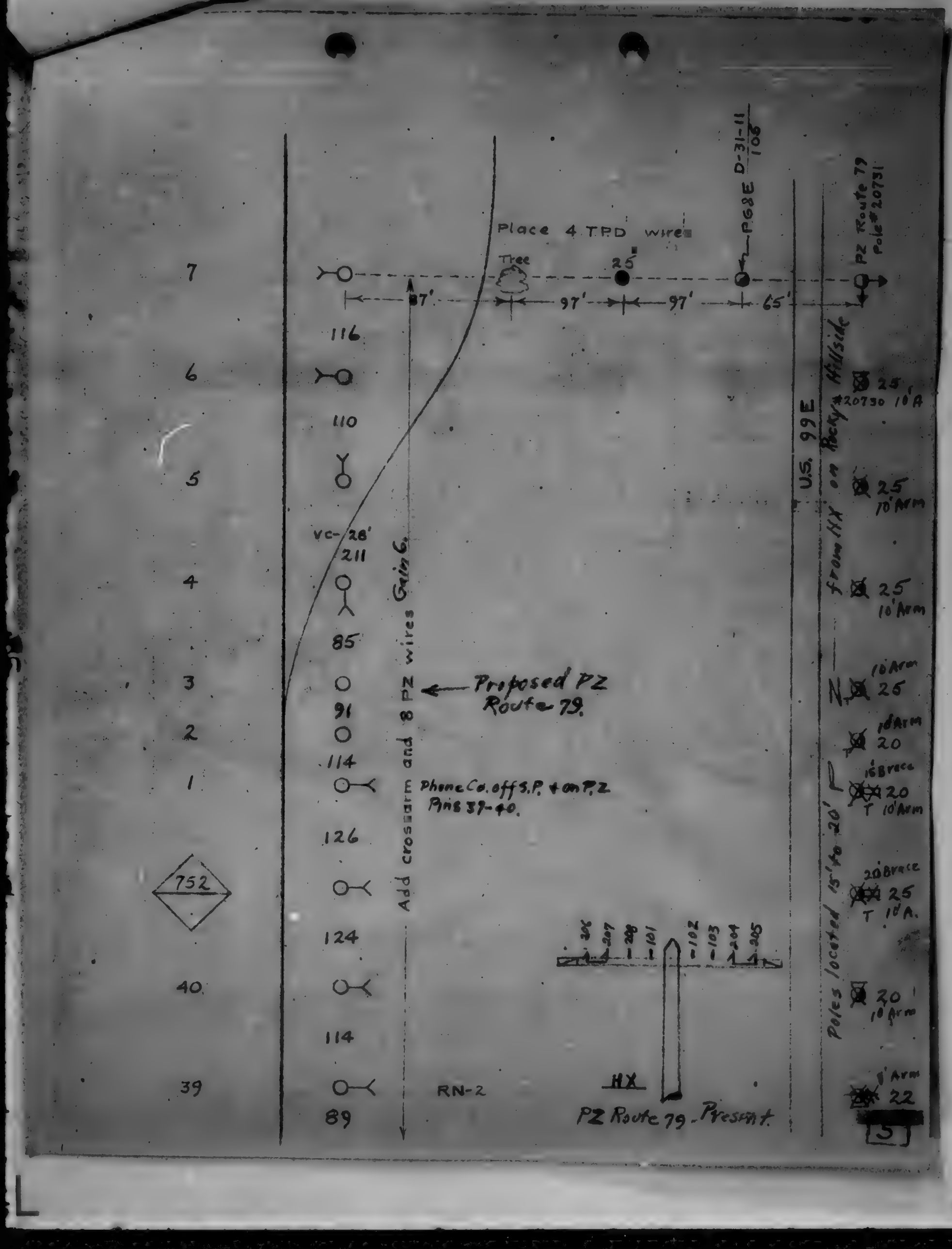
F. Dulley - S.P. Engr.
M.E. South - S.P. Teleg
L.V. Cutsforth - SP Sig
J.F. Laird - W.U.T. Co.

1


35
14 wc T-39
120
35
13 wc-3 T-39
30
127
35
37/38 39/40 12 wc-3 T-39
30
135
35
33 B 11 wc-3 T-39
35
128
45 DA
10 wc-3 T
30
136
45 DA
9 wc-3 T-39
25
123
8 wc-3 T-39
10'
25/46
137
14/3 32 B 7 wc-3 T-39
30 cut over pole.
126
Present track
Proposed track
US 29E
MP 751+ 6 0.
2


Note—Proposed arm & 8PZ wires - gain 6— from pole #12 to pole #30
23 wc-3 T-31
22 wc-2 T-31
21 wc-3 T-31
20 wc-3 T-31
35 B 19 wc-4 T-31
18 wc-3 T-39
17 wc-3 T-39
16 wc-3 T-39
15 wc-4 T-39
1/4 L 34 B
MP 751+
30
40
27'E
8' arm
101
25
T 9
20
30
25'E
99
8' A
20
20
30
113
30'E
8' A
26
25
115
35
27'-6"E
8' A
26
25
gain 1-2 vacant
112
40
40
PZ Route 73
pole #20702
25
122
45
DA
31'E
25
US 99E
141
DA
45
7
25
142
35
30
126
3

10' Brace
20 18' Arm
32 wc-1 T-41
Set new anchor-
move pole 6' to track.
New location 18'-6" ℄
35
Gain 1-Vacant
9' Lead
113
30
Permanent work
31 wc-1 T-31
20'
35
10' Arm
30
134
38
in
Temp. D.E. New Line
Put S.P.-W.U & PZ wires
in Cable.
38 wc-4 T-31
30 wc-3 T-41
20
25
10' Arm
30 RN-2-3
22
8' Arm
124
164
35
20
10' Arm
26
37 wc-4 T-31
37 B 29 wc-2 T-31
102
0
32
30
8' Arm
3" LP = 24 pc Type 4A Cable
131
28 CL-5 '15
35
26' ℄
40DA (2-8')
20'
99
US 99E
36 wc-3 T-31
0
30 Remove arms
8' Arm
25
#20720
8' Arm
27 CL-5 '15
36
25
141
30
24'-6" ℄
119
35 wc-3 T-31
0
30 Remove arms
25
10' A.
1/2 27/30 26 CL-5 '15
(2-8')
40DA
#20710
25
127
30
25' ℄
113
Remove arms
(2-8')
34 wc-3 T-31
0
28 RN-3
36DA
22
30
10' Arm
1120
35
24' ℄
122'
8' Arm
30
Remove Arms
10/9 X3 14 36 B 24 wc-2 T-31
751.6
33 wc-3 T-31
0
28 RN-2 Blue
20
Sig. Co. 4 Box attch.
120
4
751+
1,07


Place 4 T.P.D. wire
Tree
25'
97'
97'
65'
PG&E D-31-11
108
PZ Route 79
Pole #20731
7
6
5
4
3
2
1
116
110
85
91
114
126
124
114
89
40
39
752
VC-28'
211
Add crossarm and 8 PZ wires Galv. 6.
Proposed PZ Route 79.
Phone Co. off S.P. + on P.Z. Pins 39-40.
RN-2
U.S. 99E
Poles located 15' to 20' from Rocky Hill Rd.
25 10' A
#20730
25 10' Arm
25 10' Arm
10' Arm 25
10' Arm 20
16' Brace 20 T 10' Arm
20' Brace 25 T 10' A.
20 10' Arm
1' Arm 22
5
HX
PZ Route 79 - Present.

7 wc-A T28

10² 14X 62 B 6 wc-A T28

5 wc-A T28

4 wc-A T28

3 wc-A T28

61 B 2 wc-A T28

1 wc-A T28

1

754 wc-AA T28

40 wc-A T28

10² 14X³ 60 B 39 wc-A T28

753.94

M.P. 753 +

24 pr. Type 4A-Cable-5" L.R.

35 RN-1 Add. Pincer arms
A.T.P.D. 25 pr. box
C.I. bend
2" riser

121 — 30 D.E. 20908

40.

117 — 30 RN-1-B

40

115 — 30

40 Remove arms

131 — 25

43 Remove arms
4" slip joint

141 — 22

45 RN-1-3 Remove arms

132 — 20

40 RN-1 Remove arms
(Tel. cable from PZ line to S.P. this pole)

118

40'

35 RN-3

122

35 — 45

124

40 Add pincer arms & arm guys
25 D.E. PZ
#20800 PZ
Add 25 pr. box
C.I. bend
2" riser

PRESENT
Roseville-Portland Line

811 812 813 814 239 238 236 262 237 204
221 250 278 268 209 267 815 816 236 234
112 107 106 104 108 102 9 3 801 802
201 7
Track
P.T.&T. Co. On at 754+1

PZ Route 79

205 206 103 102 101 208 206 207
Track
PT&T Co. Off at # 20802

PROPOSED
LPI Cable in pipe
1200 ft. - 24 Pr. Ty 4-A.
30 ft. - 26 Pr. P.H.

NOTE
Patrol S.P.-W.U Line acct. blasting Engr. Sta. 118 to 122. 400 to 500 ft.

3-110

3010

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1220

(34)

A. N. WILLIAMS
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA187 BH CO DM=SANFRANCISCO CALIF 10

P H BALDOCK=

STATE HIGHWAY ENGINEER

MAR 10 PM 3 55

YMD DUE TO THE IMPORTANCE OF THE CIRCUITS ON THIS TRUNK ROUTE TO BOTH THE TELEGRAPH CO= AND THE RAILROAD CO= CONTINUITY OF SERVICE IS VITAL INTERMITTENT AVAILABILITY OF LINEMEN TO REPAIR WIRES WHICH WOULD SURELY BE SHOT DOWN IF OPEN WIRE BE LEFT IN ITS PRESENT LOCATION WILL NOT SUFFICE= REPRESENTATIVES OF S=P= ENGINEERING SIGNAL AND TELEGRAPH DEPARTMENTS COVERED THE GROUND WITH MAPS DRAWN BY YOUR DEPARTMENT AND CONCURRED IN THE SECTIONS OF OPEN LINE IT WOULDBE NECESSARY TO PROTECT WITH CABLE OR IN THE CASE OF SECTION FROM M=P= 751 POLE 7 TO M=P= 751 POLE 30 RELOCATE THE LINE TO CLEAR BOTH BLASTING AND FILLING OPERATIONS ON RIGHT OF WAY YOU PLAN TO TAKE OVER FROM RAILROAD CO= UNDERSTAND YOUR RESIDENT ENGINEER AT PORTLAND WAS NOT AVAIALBLE AT THE TIME FIELD INSPECTION WASMADE AS HE WAS CHANGING JOBS= OUR LETTER WILL EXPLAIN DETAILS OF PROPOSED WORK IN EACH SECTION=

WESTERN UNION TELEGRAPH CO C P NORTON=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CONSTRUCTION ENGINEER

Send the following account of

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

$

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE MAR 10 1948

WESTERN UNION TELEGRAPH CO C P NORTON
SAN FRANCISCO CALIF

YOUR ESTIMATE MARCH 9 LINE PROTECTION VICINITY COALCO OREGON MUST BE BASED ON TOTAL MISUNDERSTANDING OF REQUIREMENTS SINCE PLAN IS MERELY TO HAVE LINEMEN AVAILABLE INTERMITTENTLY TO REPAIR WIRES IF INADVERTANTLY DESTROYED BY SHOOTING. OUR CONTRACT PROVIDES THAT CONTRACTOR MUST FURNISH SOUTHERN PACIFIC AND WESTERN UNION COMPANIES REGULAR PROTECTIVE LIABILITY INSURANCE IN THE AMOUNT OF $100,000 AND REGULAR PROTECTIVE PROPERTY DAMAGE INSURANCE IN THE AMOUNT OF $25,000. WE HAVE BUILT MANY MILES OF HIGHWAY ADJACENT TO RAILROADS UNDER SIMILAR SPECIFICATIONS AND SEE NO UNUSUAL HAZARD IN THESE OPERATIONS.

R. H. BALDOCK STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 9, 1948

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

In accordance with your conversation this morning, we have contacted Mr. Stephens, Line Foreman for the Western Union Telegraph Company in Portland, in regard to the estimate on the relocation protection of the Western Union Telegraph line in connection with the construction of the Pacific Highway East between Canemah and New Era. Mr. Barbee contacted Stephens some ten days or two weeks ago about this estimate, and at that time he wired the San Francisco office, requesting this information. He again wired them today, advising the San Francisco office that you must have this estimate today, and requested them to send it direct to you in Salem by wire.

We were unable to get any kind of an estimate from Mr. Stephens, but Mr. Barbee went over this work with both the S.P. man and Stephens of the Western Union, and estimates that the Western Union's expense would be near comparable with the S. P's cost, or probably in the neighborhood of $5,000.00. I would suggest that we use this figure, unless you receive a definite estimate from them today.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
cc: D. J. Barbee

RECEIVED
MAR 9 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. G. SMITH

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

WESTERN UNION

1200

(102)

...OP SERVICE
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A. N. WILLIAMS
PRESIDENT

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PRA184 DH DM=SANFRANCISCO CALIF 9

H G SMITH STATE HIGHWAY DEPT=

MAR 9 PM 4 07

OUR ESTIMATED COST TO PROTECT OR RELOCATE TELEGRAPH LINE ALONG S=P= AND ALSO OUR FORMER POSTAL TELEGRAPH CO= LINE BTWEEN S=P= MILE POLES 750 PLUS 8 AND 754 PLUS 7 IN VICINITY OF COALCO= ORE= DUE TO WIDENING AND RELOCATING HIGHWAY 99 IS: LABOR $19.500. MATERIAL $8.268. OTHER DISBURSEMENTS $2.500. SUPERVISION ON LABOR AND S=S= TAX $5.350. SUPPLY EXTENSE AND TRANSPORTATION ON MATERIAL $3.090= TOTAL $38.718. LESS SALVAGE AND CREDIT FOR MATERIAL USED TEMPORARILY $6.642= NET COST $32.076= WILL WRITE YOU OUTLINING PLAN OF WORK AND SUBMIT DETAILED ESTIMATE SUPPORTING ABOVE FIGURES AND REQUEST CONTRACT BE PREPARED ON BASIS OF TELEGRAPH COMPANY PERFORMING WORK AT STATE EXPENSE=

:WESTERN UNION TELEGRAPH CO C P NORTON=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

3-1110
5010

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
911528/311-2

L. P. HOPKINS,
SUPERINTENDENT

March 9, 1948

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Attention: Mr. H. G. Smith
Construction Engineer

Gentlemen:

Referring to various conversations regarding the Canemah-New Era Highway Relocation, we are handling with our people in San Francisco for exchange of properties, as discussed, and preparation of suitable agreements.

As discussed with you by Assistant Division Engineer Williamson, following are points to be embodied in proposed agreements:

1. Slope easements to be granted for parcels with the understanding that if at any time in the future railroad should require this right-of-way for operational purposes, a suitable retaining wall will be constructed by the State and maintained thereafter by the State to hold the toe of slope back to railroad right-of-way line.

2. Any pipe or culverts installed by the State on the property proposed for easement shall be maintained by the State.

3. That the railroad be protected by the State for all damages that may be incurred as result of this highway relocation work.

4. That the State shall require the successful contractor to enter into an agreement with the Southern Pacific Co. providing necessary public liability and property damage insurance.

5. That all costs of flagging, engineering inspection, etc., shall be borne by the State and be recollectible from them on presentation of bills.

RECEIVED
MAR 15 1948
OREGON
STATE HIGHWAY COMMISSION

6. That the cost of relocating Western Union and railroad signal lines made necessary by this highway relocation and any maintenance to either of these lines required during the actual highway construction shall be borne by the State.

7. That any drainageways, culverts, etc., owned by the Southern Pacific Co. that may extend onto property granted to State by easement or deed be allowed to remain as now situated in order to provide proper drainage for railroad facilities and railroad shall be allowed to enter such property at any time to perform maintenance work on such structures.

Your confirmation of the above understanding would be appreciated.

Very truly yours,

RECEIVED
MAR 15 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 16 1948
FOREST SERVICE
Oregon City

CHAMBER OF COMMERCE

January 28, 1948

State Highway Department
Salem, Oregon

Gentlemen:

During your alterations on U.S. 99, from Oregon City to New Era, we ask if you could consider routing the northbound traffic from the South End road to 2nd Street, across Tumwater Drive to Highway 99, and not 2nd Street to Tumwater Drive to Highway.

There are two reasons for our request - 1) We believe that such routing will be much safer for traffic. 2) It will give our numereus Tourists a chance to view the Willamette Falls - one of our most scenic Tourist attractions.

We respectfully request your consideration in this matter.

Sincerely yours

OREGON CITY CHAMBER OF COMMERCE

R. A. Blyth, Manager

RAB:ml

NOTED
W. C. WILLIAMS

RECEIVED
JAN 9 1948
FOR FILING

3-1110

#3010

Salem, Oregon
January 7, 1948

Mr. J. M. Devers

Herewith copy of a resolution which has been adopted by the City of Oregon City approving grades established within the corporate limits of the city in connection with the proposed widening and improvement of the Oregon City-New Era Section of the Pacific Highway West.

Please advise if, in your opinion, this resolution is adequate for its intended purpose.

W. C. Williams

WCW/dc

Encl.

RECEIVED
JAN 9 1948
FOR FILING

3-1110

OREGON CITY-NEW ERA SECTION OF THE PACIFIC HIGHWAY EAST IN CLACKAMAS COUNTY

5.33 Miles of Grading and Paving

#3.10

Bids Received December 30, 1947

All Specified		Clearing and Grubbing		$ 8,000.00
1,440	sq. yds.	Removal of Pavement	$ 1.00	1,440.00
300	lin. ft.	Removal of Curbs	0.30	90.00
40	only	Removal of Inlets	10.00	400.00
230	cu. yds.	Removal of Miscellaneous Concrete Structures	10.00	2,300.00
1,000	lin. ft.	Removal of Masonry Handrail	1.50	1,500.00
3,000	lin. ft.	Salvaging Guardrail	1.00	3,000.00
3,500	cu. yds.	Structural Excavation, Unclassified	3.00	10,500.00
22,000	cu. yds.	General Excavation, Locations "A", Unclassified	0.75	16,500.00
3,000	cu. yds.	General Excavation, Location "B", Unclassified	1.25	3,750.00
55,000	cu. yds.	General Excavation, Locations "C", Unclassified	1.75	96,250.00
71,000	yd. stas.	Short Overhaul	0.02	1,420.00
5,000	C-yd. stas.	Long Overhaul	0.50	2,500.00
1,600	lin. ft.	Rounding Cutbanks	0.15	240.00
5.33	miles	Finishing Roadbed and Slopes	600.00	3,198.00
800	lin. ft.	8-inch Sewer Pipe	1.00	800.00
760	lin. ft.	8-inch Perf. Corr. Metal Drain Pipe, Coated	1.50	1,140.00
50	lin. ft.	8-inch Metal Drain Pipe, Coated	1.30	65.00
220	lin. ft.	12-inch Perforated Metal Pipe	2.50	550.00
310	lin. ft.	18-inch Perforated Metal Pipe	3.50	1,085.00
50	lin. ft.	12-inch Corrugated Metal Pipe	2.00	100.00
130	lin. ft.	36-inch Extra Strength Corr. Metal Pipe	10.00	1,300.00
260	lin. ft.	12-inch Concrete Pipe	2.00	520.00
230	lin. ft.	18-inch Concrete Pipe	3.00	690.00
80	lin. ft.	30-inch Concrete Pipe	7.00	560.00
20	lin. ft.	36-inch Concrete Pipe	9.00	180.00
320	lin. ft.	Extra For Installing Pipe Under Pavement	1.50	480.00
120	cu. yds.	Rock or Gravel Backfill in Drains	4.00	480.00
220	lin. ft.	Salvaging Culvert Pipe	1.50	330.00
16	only	Special Concrete Catch Basins	50.00	800.00
24	only	Concrete Inlets	40.00	960.00
8	only	Adjustment of Manholes	25.00	200.00
230	cu. yds.	Concrete Curb	45.00	10,350.00
500	cu. yds.	Concrete Gutters	45.00	22,500.00
200	sq. yds.	Concrete Driveways	3.50	700.00
1,450	sq. yds.	Concrete Walks	2.50	3,625.00

50	cu. yds.	Cement Rubble Masonry Walls	$ 30.00	$ 1,500.00
1,200	lin. ft.	Cement Rubble Masonry Parapets	15.00	18,000.00
4,600	lin. ft.	Spring Bracket Guardrail With Concrete Posts	3.50	16,100.00
40	only	Wood Sight Posts	6.00	240.00
850	cu. yds.	Class "A" Concrete in Stairways and Walls	60.00	51,000.00
130,000	lbs.	Metal Reinforcement in Stairways and Walls	0.12	15,600.00
All Specified		Shoring, Cribbing, Etc.		2,500.00
160	cu. yds.	Structural Excavation for Bridge	5.00	800.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
660	lin. ft.	Furnish Steel Foundation Piling	3.00	1,980.00
32	only	Drive Piles	50.00	1,600.00
440	cu. yds.	Class "A" Concrete in Bridge	65.00	28,600.00
86,000	lbs.	Metal Reinforcement in Bridge	0.12	10,320.00
550	lin. ft.	Metal Handrail	11.00	6,050.00
20,000	cu. yds.	3" - 0" Material in Base	2.50	50,000.00
5,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	13,500.00
550	cu. yds.	3/4" - 0" Material in Binder Course	2.50	1,375.00
600	M-gals.	Sprinkling	3.00	1,800.00
34,000	tons	Class "B" Asphaltic Concrete	5.75	195,500.00
80	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	2,560.00
98	tons	Furnishing and Placing RT-4 Tar in Binder Course	27.00	2,646.00

For Comparison of Bids:

(Using RC-3 Asphalt) $617,728.00

(Using RT-4 Tar) $617,814.00

RECEIVED
MAR 22 1948
FILED

Oregon City - New Era Section

3-1110

#3010

Items	Bid at E C Hall	Engineers Estimate	Difference
Grading Items (1 to 29 incl.)	$245,011.00	156,722.	+ 88289.00
Minor Structures, etc. (30 to 40 incl)	66,262.50	74,975.	- 8712.50
Stairway and Bridge (41 to 50 incl)	103,420.00	118,650.00	-15230.00
Surfacing (51 to 55 incl)	67,145.00	66675.00	+470.00
Paving (56 to 56)	194740.00	200,706.00	- 5966.00
	$676,578.50	$617,728.00	+58,850.50

Reject all bids.

NOTED
W. C. WILLIAMS

H. B. Stiffler

STATE HIGHWAY ENGINEER'S ESTIMATES OF COST

FOR COMPARISON OF BIDS

December 30, 1947

BAKER COUNTY

Halfway-Carson Section 1

CLACKAMAS COUNTY

Oregon City-New Era Section 2

LAKE COUNTY

Silver Lake-Harvey Creek Rock Production Project 3
Harvey Creek-Chewaucan River Rock Production Project 4

MALHEUR COUNTY

Adrian-Homedale Section 5

MULTNOMAH COUNTY

Sandy River Bridge 6

YAMHILL COUNTY

Carlton-Chehalem Creek Section 7

HALFWAY-CARSON SECTION OF THE

HALFWAY-CORNUCOPIA SECONDARY HIGHWAY IN BAKER COUNTY

PROJECT NO. S-9 (2)

5.54 miles of Oiling — Bids Received December 30, 1947

13,300	cu. yds.	1½" - 0" Crushed Material in Base	$ 2.75	$36,575.00
3,400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	9,350.00
440	M-gals.	Sprinkling	3.00	1,320.00
5.54	miles	Preparation of Base	200.00	1,108.00
2,200	cu. yds.	Furnishing and Placing Aggregates	4.00	8,800.00
200	tons	Furnishing and Placing 151-200 Asphalt	40.00	8,000.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00	2,800.00
850	cu. yds.	3/4" - ½" Crushed Material in Stockpile	2.50	2,125.00
670	cu. yds.	½" - ¼" Crushed Material in Stockpile	2.50	1,675.00
380	cu. yds.	¼" - 0" Crushed Material in Stockpile	2.50	950.00 - 10
			For Comparison of Bids	$72,703.00

1. Vernie Jarl 71,538.00
2. Rogers Const. Co. 77,031.00
3. E.C. Hall Co. 86,503.50
4. Homer G. Johnson 72,043.00

OREGON CITY-NEW ERA SECTION OF THE PACIFIC HIGHWAY EAST IN CLACKAMAS COUNTY

5.33 miles of Grading and Paving — Bids Received December 30, 1947

All Specified		Clearing and Grubbing		$ 8,000.00
1,440	sq. yds.	Removal of Pavement	$ 1.00	1,440.00
300	lin. ft.	Removal of Curbs	0.30	90.00
40	only	Removal of Inlets	10.00	400.00
230	cu. yds.	Removal of Miscellaneous Concrete Structures	10.00	2,300.00
1,000	lin. ft.	Removal of Masonry Handrail	1.50	1,500.00
3,000	lin. ft.	Salvaging Guardrail	1.00	3,000.00
3,500	cu. yds.	Structural Excavation, Unclassified	3.00	10,500.00
22,000	cu. yds.	General Excavation, Locations "A", Unclassified	0.75	16,500.00
3,000	cu. yds.	General Excavation, Location "B", Unclassified	1.25	3,750.00
55,000	cu. yds.	General Excavation, Locations "C", Unclassified	1.75	96,250.00
71,000	yd. stas.	Short Overhaul	0.02	1,420.00
5,000	C-yd. stas.	Long Overhaul	0.50	2,500.00
1,600	lin. ft.	Rounding Cutbanks	0.15	240.00
5.33	miles	Finishing Roadbed and Slopes	600.00	3,198.00
800	lin. ft.	8-inch Sewer Pipe	1.00	800.00
760	lin. ft.	8-inch Perf. Corr. Metal Drain Pipe, Coated	1.50	1,140.00
50	lin. ft.	8-inch Metal Drain Pipe, Coated	1.30	65.00
220	lin. ft.	12-inch Perforated Metal Pipe	2.50	550.00
310	lin. ft.	18-inch Perforated Metal Pipe	3.50	1,085.00
50	lin. ft.	12-inch Corrugated Metal Pipe	2.00	100.00
130	lin. ft.	36-inch Extra Strength Corr. Metal Pipe	10.00	1,300.00
260	lin. ft.	12-inch Concrete Pipe	2.00	520.00
230	lin. ft.	18-inch Concrete Pipe	3.00	690.00
80	lin. ft.	30-inch Concrete Pipe	7.00	560.00
20	lin. ft.	36-inch Concrete Pipe	9.00	180.00
320	lin. ft.	Extra For Installing Pipe Under Pavement	1.50	480.00
120	cu. yds.	Rock or Gravel Backfill in Drains	4.00	480.00
220	lin. ft.	Salvaging Culvert Pipe	1.50	330.00
16	only	Special Concrete Catch Basins	50.00	800.00
24	only	Concrete Inlets	40.00	960.00
8	only	Adjustment of Manholes	25.00	200.00
230	cu. yds.	Concrete Curb	45.00	10,350.00
500	cu. yds.	Concrete Gutters	45.00	22,500.00
200	sq. yds.	Concrete Driveways	3.50	700.00
1,450	sq. yds.	Concrete Walks	2.50	3,625.00

50	cu. yds.	Cement Rubble Masonry Walls	$ 30.00	$ 1,500.00
1,200	lin. ft.	Cement Rubble Masonry Parapets	15.00	18,000.00
4,600	lin. ft.	Spring Bracket Guardrail With Concrete Posts	3.50	16,100.00
40	only	Wood Sight Posts	6.00	240.00
850	cu. yds.	Class "A" Concrete in Stairways and Walls	60.00	51,000.00
130,000	lbs.	Metal Reinforcement in Stairways and Walls	0.12	15,600.00
All Specified		Shoring, Cribbing, Etc.		2,500.00
160	cu. yds.	Structural Excavation for Bridge	5.00	800.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
660	lin. ft.	Furnish Steel Foundation Piling	3.00	1,980.00
32	only	Drive Piles	50.00	1,600.00
440	cu. yds.	Class "A" Concrete in Bridge	65.00	28,600.00
86,000	lbs.	Metal Reinforcement in Bridge	0.12	10,320.00
550	lin. ft.	Metal Handrail	11.00	6,050.00
20,000	cu. yds.	3" - 0" Material in Base	2.50	50,000.00
5,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	13,500.00
550	cu. yds.	3/4" - 0" Material in Binder Course	2.50	1,375.00
600	M-gals.	Sprinkling	3.00	1,800.00
34,000	tons	Class "B" Asphaltic Concrete	5.75	195,500.00
80	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	32.00	2,560.00
98	tons	Furnishing and Placing RT-4 Tar in Binder Course	27.00	2,646.00

For Comparison of Bids:

1 (Using RC-3 Asphalt) $617,728.00

2 (Using RT-4 Tar) $617,814.00

1. E. C. Hall Co. 1- 677,328.50 676,578.00
2- ———

2. Warren N. H. Inc. 1. 700,416.50
2. ———

3. Kuckenberg Const Co. 884665.50

SILVER LAKE-HARVEY CREEK ROCK PRODUCTION PROJECT

ON THE FREMONT HIGHWAY IN LAKE COUNTY

10,000 cu. yds. Crushed Gravel in Stockpiles

Bids Received December 30, 1947

5,300	cu. yds.	3/4" - ½" Crushed Gravel in Stockpile	$ 2.90	$15,370.00
2,700	cu. yds.	½" - ¼" Crushed Gravel in Stockpile	2.90	7,830.00
2,000	cu. yds.	¼" - 0" Crushed Gravel in Stockpile	2.90	5,800.00
			For Comparison of Bids	$29,000.00

1. F.L. Somers 2 Proj's - 26,500.00
2. Rogers Const. Co. 2- Proj's - 33,000.00
3. Homer G. Johnson 2- " - 26,600.00
4. A.H. Saxton & Son 2- Proj's 29,500.00
5. Arthur Gentemen —— 34,600.00
6. E.C. Hall Co. 2- Proj. 28,500.00
7. M.C. Lininger 2- Proj. 27,900.00
8. N.A. Toole Const. Co. —— 32,500.00

HARVEY CREEK-CHEWAUCAN RIVER ROCK PRODUCTION PROJECT

ON THE FREMONT HIGHWAY IN LAKE COUNTY

10,000 cu. yds. Crushed Gravel in Stockpiles — Bids Received December 30, 1947

5,300	cu. yds.	3/4" - ⅜" Crushed Gravel in Stockpile	$2.75	$14,575.00
2,700	cu. yds.	⅜" - ¼" Crushed Gravel in Stockpile	2.75	7,425.00
2,000	cu. yds.	¼" - 0" Crushed Gravel in Stockpile	2.75	5,500.00
			For Comparison of Bids	$27,500.00

1. Arthur Gentemen - 1000 2 Proj. 36,200.00
2. M.C. Lininger & Sons 2 Proj. 26,300.00
3. F.B. Somers 2 Proj. 26,500.00
4. E.C. Hall Co. 2 Proj. 27,000.00
5. R.H. Sexton - 2000 2 Proj. 28,400.00
6. Rogers Const Co. 2 Proj. 31,000.00
7. Homer G. Johnson 2 Proj. 26,600.00

ADRIAN-HOMEDALE SECTION OF THE NYSSA-ADRIAN HIGHWAY IN MALHEUR COUNTY

PROJECTS NOS. S-211 (3) AND SG-211 (4)

10.13 miles of Grading and Surfacing — Bids Received December 30, 1947

All Specified		Clearing and Grubbing		$ 4,000.00
1,000	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,000.00
440	cu. yds.	Trench Excavation, Unclassified	3.00	1,320.00
159,000	cu. yds.	General Excavation, Unclassified	0.28	44,520.00
328,000	yd. stas.	Short Overhaul	0.02	6,560.00
5,500	C-yd. stas.	Long Overhaul	0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes	500.00	5,065.00
8,840	lin. ft.	Rounding Cutbanks	0.15	1,326.00
90	lin. ft.	12-inch Corrugated Metal Pipe	2.00	180.00
30	lin. ft.	18-inch Corrugated Metal Pipe	3.00	90.00
30	lin. ft.	24-inch Corrugated Metal Pipe	4.50	135.00
24	lin. ft.	30-inch Corrugated Metal Pipe	6.00	144.00
160	lin. ft.	36-inch Corrugated Metal Pipe	8.50	1,360.00
10	lin. ft.	48-inch Corrugated Metal Pipe	12.00	120.00
80	lin. ft.	60-inch Corrugated Metal Pipe	16.00	1,280.00
260	lin. ft.	12-inch Concrete Pipe	2.00	520.00
1,800	lin. ft.	18-inch Concrete Pipe	3.00	5,400.00
220	lin. ft.	24-inch Concrete Pipe	4.50	990.00
60	lin. ft.	36-inch Concrete Pipe	9.00	540.00
620	lin. ft.	18-inch Corrugated Metal Siphon Pipe	3.50	2,170.00
24	cu. yds.	Concrete End Basins	55.00	1,320.00
570	lin. ft.	Salvaging Culvert Pipe	1.50	855.00
38	cu. yds.	Class "A" Concrete in Box Culverts	55.00	2,090.00
5,300	lbs.	Metal Reinforcement in Box Culverts	0.10	530.00
390	cu. yds.	Structural Excavation Below Subgrade	5.00	1,950.00
30	cu. yds.	Excavation Below Elevation Shown	10.00	300.00
480	cu. yds.	Class "A" Concrete	55.00	26,400.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.18	18,720.00
6	M-FBM	Treated Lumber	200.00	1,200.00
39,000	cu. yds.	Gravel in Base	1.00	39,000.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	26,250.00
2,800	M-gals.	Sprinkling	2.00	5,600.00
10.13	miles	Preparation of Base	200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.75	15,000.00
290	tons	Furnishing and Placing 151-200 Asphalt	37.00	10,730.00

130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	$37.00	$ 4,810.00
1,350	cu. yds.	3/4" - ½" Crushed Gravel in Stockpile	2.50	3,375.00
1,050	cu. yds.	½" - ¼" Crushed Gravel in Stockpile	2.50	2,625.00
600	cu. yds.	¼" - 0" Crushed Gravel in Stockpile	2.50	1,500.00
			For Comparison of Bids	$251,151.00

1. J.A. Terteling Co. 225971.00
2. E.C. Hall & Co. 244,310.00
3. D.H. Paving Co. 282,384.50
4. Leonard & Slate 307,497.00
5. Quinn Bros. & Robbins 262782.95
6. Poole & McGonigle 290,862.85
7. O.E. Leseberg 284,619.00
8. Babbler Bros. 238,590.00

SANDY RIVER BRIDGE

ON THE COLUMBIA RIVER HIGHWAY

IN MULTNOMAH COUNTY

PROJECT NO. FI 248 (13)

Sandy River Bridge No. 6875 — Bids Received December 30, 1947

All Specified	Shoring, Cribbing, etc.		$15,000.00
2,400 cu. yds.	Structural Excavation	$10.00	24,000.00
200 cu. yds.	Structural Excavation below Elevation Shown	20.00	4,000.00
18,000 lin. ft.	Furnish Foundation Piling	0.60	10,800.00
420 only	Drive Piles	40.00	16,800.00
190 cu. yds.	Seal Concrete	30.00	5,700.00
1,800 cu. yds.	Class "A" Concrete	60.00	108,000.00
270,000 lbs.	Metal Reinforcement	0.11	29,700.00
440,000 lbs.	Structural Steel	0.18	79,200.00
1,600 lin. ft.	Metal Handrail	10.00	16,000.00
	For Comparison of Bids		$ 309,200.00

Bidder — Bid

1. General Const. Co. - 334.260 —
2. Linstrom Bros - 342,000 —
3. Hitchenson Co. - 357,238 —
4. C.J. Montague & Sons 399 680
5. C.J. Eldon 349,120 ""
6. Kuckenberg Const Co 412,300 ""

CARLTON-CHEHALEM CREEK SECTION OF THE

CARLTON-CHEHALEM CREEK COUNTY ROAD IN YAMHILL COUNTY

PROJECT NO. S-92 (1)

2.80 miles of Grading and Oiling — Bids Received December 30, 1947

All Specified		Clearing and Grubbing		$ 5,000.00
760	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,280.00
60,000	cu. yds.	General Excavation, Unclassified	0.30	18,000.00
163,600	yd. stas.	Short Overhaul	0.02	3,272.00
4,400	C-yd. stas.	Long Overhaul	0.50	2,200.00
2.80	miles	Finishing Roadbed and Slopes	450.00	1,260.00
2,200	lin. ft.	Rounding Cutbanks	0.15	330.00
1,320	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	1.35	1,782.00
1,260	lin. ft.	18-inch Concrete Pipe	3.00	3,780.00
120	lin. ft.	24-inch Concrete Pipe	4.50	540.00
70	lin. ft.	12-inch Corrugated Metal Pipe	2.00	140.00
30	lin. ft.	36-inch Corrugated Metal Pipe	8.00	240.00
40	lin. ft.	Salveging Culvert Pipe	1.50	60.00
190	cu. yds.	Rock or Gravel Backfill in Drains	4.00	760.00
15 — 60	cu. yds.	Class "A" Concrete	50.00	3,000.00
8,000	lbs.	Metal Reinforcement	0.10	800.00
17,000	cu. yds.	3" - 0" Material in Base	3.00	51,000.00
5,500	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	19,250.00
570	M-gals.	Sprinkling	3.00	1,710.00
2.80	miles	Preparation of Base	200.00	560.00
1,400	cu. yds.	Furnishing and Placing Aggregates	4.25	5,950.00
38	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	1,520.00
60	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,400.00
64	tons	Furnishing and Placing 151-200 Asphalt	40.00	2,560.00
72	tons	Furnishing and Placing RT-4 Tar in Binder Course	34.00	2,448.00
78	tons	Furnishing and Placing RT-9 Tar	34.00	2,652.00

1. K.F. Jacobson & Co.	129,049.50	For Comparison of Bids:	
2. O.C. Yocom Co.	121,906.00		
3. Peter Kiewet Sons Co.	143,810.50	(Using Asphalt)	$128,394.00
4. Vernie Earl	120,118.00		
5. Frank M. Parsons	109,609.00	(Using Tar)	$128,598.00
6. Heavy Hauling Co.	157,006.00 } = 7 -		
	159,056.00 }		

3.4410

#3010

FORM S-90 REV 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 26, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

I am enclosing a copy of a resolution which has been adopted by Oregon City, approving grades established in Oregon City in connection with the proposed project on the Oregon City-New Era Section of the Pacific Highway East.

This resolution is being forwarded to you for transmittal to Mr. Devers, in order that he may determine whether or not the city charter provides that the resolution be supported by ordinance.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

NOTED
W. C. WILLIAMS

S-23
City
(1947)

CITY OF OREGON CITY

OFFICE OF
CITY MANAGER

OREGON CITY, OREGON

3010

December 23, 1947

Oregon City

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

ATTENTION: Oscar Cutler
Engineer, County and City Relations

Dear Sir:

Herewith enclosed you will find three copies of the resolution approving the grade established on that portion of the projected highway improvement on 99E within the city limits of Oregon City. Also enclosed are three copies of the resolution concerning encroachments and traffic.

The above resolutions were passed at a special meeting of the City Commissioners on December 22 and are forwarded in accordance with the request contained in your letter of December 16.

Very truly yours,

Robert A. Finlayson

Robert A. Finlayson
General Manager

RAF/lp
Enc.

RECEIVED
DEC 24 1947
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN W. CATTRALL

NOTED
J. F. HAGEMANN

RECEIVED
DEC 24 1947
OREGON
STATE HIGHWAY COMMISSION

December 16, 1947

Mr. Robert A. Finlayson
City Manager
Oregon City, Oregon

Dear Sir:

The State Highway Commission is planning to call for bids, on December 30, for a grading and paving project on the Oregon City-New Era Section of the Pacific Highway East.

When grade changes are contemplated on projects of this kind within cities, the law provides that the city shall approve the grades established. We have, therefore, prepared a standard form of resolution for adoption by the city council, four copies of which are enclosed.

Also required, is a resolution containing certain provisions with regard to encroachments and traffic, four copies of which are enclosed.

It is noted that the city council meets on the first Wednesday. As the State Highway Commission will not award a contract until all resolutions of this kind have been approved and are in the hands of the Commission, may we suggest that a special meeting of the council be called in order that these resolutions can be approved and returned before December 30.

If approved by the city, one copy of each resolution may be retained for the city's records, and the other three copies of each should be returned to the Oregon State Highway Commission, attention of Oscar Cutler, Engineer, County and City Relations.

Under separate cover, we are mailing you, for the records of the city, a copy of the plans for the above project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mc
Encl.

rroject

5-23.B
city
(1947)

RESOLUTION

WHEREAS, State Highway No. 1E of the State of Oregon, known as the Pacific Highway East ~~Highway~~, is routed through the City of Oregon City, Clackamas County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Beginning at highway engineer's survey station 84/70, approximately 329 feet southwesterly from the center line of South 2nd Street, where the same is intersected by the center line of the relocated Pacific Highway East; thence southwesterly along the relocated center line of the Pacific Highway East to the south city limits of Oregon City

And, WHEREAS, the Oregon State Highway Commission will not participate in the construction of said highway until and unless the said City of Oregon City will guarantee by resolution officially adopted by the City ~~Council~~ Commission of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the ~~Council~~ City Commission of the City of Oregon City, Clackamas County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 1E of the State of Oregon, known as the Pacific Highway East ~~Highway~~,

12/22/47

which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Commission shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

City Commission

Passed by the [illegible] of the City of Oregon City, Clackamas County, Oregon, this 22nd day of December, 1947.

Attest:

Doris Gilbertson
City Recorder

Geo Woodward
Mayor

Raymond Caufield Com
W. S. Kruger Comm

I hereby certify the foregoing to be a true copy of the original resolution passed by the City Commission of the City of Oregon City, Clackamas County, Oregon, on the 22nd day of December, 1947, at the [illegible] special meeting of said [illegible] City Commission.

Dated this 22nd day of December, 1947.

Doris Gilbertson
City Recorder

RECEIVED
DEC 23 1947
FOR FILING
3-1110
#3014

December 19, 1947

Mr. A. C. Pierce
Pierce Auto Freight Lines, Inc.
Medford, Oregon

Dear Mr. Pierce:

There has been referred to me a copy of a letter addressed by you to Mr. Chester Knoulton, Manager, Oregon Motor Transport Association, Weatherly Building, Portland, Oregon, having reference to a recommendation that a third lane be provided on New Era Hill south of Oregon City for the use of slow-moving traffic.

As mentioned in your letter this matter was called to the attention of Mr. Glaisyer several months ago and Mr. Glaisyer subsequently called the matter to the attention of the Highway Commission's engineers. We conceded the merit of providing an extra lane for slow-moving traffic on hills such as this, but in this particular instance it did not appear justified for the reason that the entire section of the Pacific Highway between Oregon City and a point somewhat south of the New Era Hill is to be reconstructed to a four-lane highway in the very near future. In fact, we had hoped to call for bids on this project last fall but were delayed due to unforeseen circumstances. We are calling for bids for the construction of this four-lane highway at the December 29 and 30 meeting of the State Highway Commission in Portland. If a satisfactory bid is received, it is hoped that the entire reconstruction will be completed by the fall of 1948.

From the above facts we hope you will realize why we did not act upon your suggestion in this instance. We do, however, thank you for the suggestion and wish to assure you that whenever possible we will cooperate with you to the best of our ability to eliminate any known hazards on the State's highways.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - H. B. Glaisyer

Chester Knowlton, Manager
Oregon Motor Transport Association

REFERRED TO
BY SECRETARY

Medford, Ore.,
Dec. 16, 1947

Mr. Chester Knowlton, Manager
Oregon Motor Transport Association
Westerly Bldg.,
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Chet:

Several months ago I called on Mr. Glaser, Secretary of the State Highway Commission recommending to him that a third lane be provided on New Era Hill south of Oregon City along with appropriate highway signs and markings to permit slow moving traffic to use the right hand lane thereby speeding up faster traffic and reducing accident hazards. Mr. Glaser stated that he would refer the matter to the Commission for their consideration.

At a later date I wrote to you suggesting that the Oregon Motor Transport Association make similar recommendations to the Highway Commission. It is my recollection that you advised that you had followed through on my suggestion and such recommendations were made to the Highway Commission.

Upon my return home last week I observed that no changes had been made in this particular strip of highway. In view of the cost being so nominal and the benefits so great I am sure the Highway Commission would act favorably upon this suggestion if it is properly presented. It may be necessary that you appear before them at their next regular meeting.

Very truly yours,

A.C. Pierce
Pierce Auto Freight Lines, Inc.

ACP-w

cc to Mr. H.B. Glaser, Salem
cc to Mr. Ernie Critch, OMTA, Ptld.
"our 23rd year"

RECEIVED
DEC 18 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 26 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

2-1110
3.10

Salem, Oregon
December 15, 1947

W. C. Williams

SUBJECT:

To: Mr. G. H. Probert,
Office.

W. C. WILLIAMS

Dear Mr. Probert:

I have your communication of December twelfth to which you attached a list of the projects which it is proposed to submit to a call for bids to be received December twenty-ninth and thirtieth and I note in that list the Oregon City-New Era job.

The New Era job is not cleared yet so far as right of way is concerned. One of the most expensive properties and one of the most controversial matters is still pending. It involves the tavern near the Beernsbecher Mill and we have been absolutely unable to reach an agreement with the owner. This same owner has taken an option on the adjoining property and all indications are that we must condemn for that too. That parcel of land involves a quarry site and altogether the controversy is confused and difficult, so I can't clear that job under existing conditions.

I am told that there is some thought on the part of the engineers to recommend a change in the description in front of the tavern so as to leave the tavern out of the controversy. If that is done and the only condemnation involved is the one involving the quarry, then it may be that the job can be cleared, although the State will take the chance of paying considerably more for a developed quarry, which the quarry would be before we get the case tried.

I wish you would check with the engineers and see what they propose to do about changing the description.

If bids are called under the circumstances and a satisfactory bid is received I urgently recommend that the contract be not awarded until the rights of way can be more in the clear than they are right now.

Yours very truly,

J. M. DEVERS

JMD:PW
cc W. C. Williams
H. G. Smith
J. W. DeSousa

RECEIVED
NOV 18 1947
FOR FILING

3-1110

#3010

November 18, 1947

Oregon State Highway Commission

Gentlemen:

We have had considerable difficulty in negotiating right of way for the widening of the Prairie Highway through Cascade, which widening project is scheduled for the January letting. The main trouble has been the insistence of the property owners that the State construct sidewalks in front of their properties. We have agreed to reconstruct such sidewalks as are now in place and will be disturbed by our construction. We have not agreed to construct sidewalks where they do not now exist.

The City of Oregon City has passed a resolution, copy of which is attached, in which they request the State to build the sidewalks where they do not now exist at the City's expense.

I believe this to be a satisfactory solution to the problem and recommend your approval. The matter will be on the agenda of the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

bh

RECEIVED
NOV 18 1947
FOR FILING

3-1110

#3010

Salem, Oregon
November 18, 1947

Mr. A. G. Skelton
Division Engineer
Portland

SUB: Use of county roads for detour purposes during construction Pacific Hwy, New Era to Oregon City.

Enclosed herewith are five copies of an agreement between the Highway Commission and Clackamas County. Will you have these agreements executed and return to this office not later than Friday.

W. C. Williams

LEW:bb

H 3010

FORM E-30 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 17, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

Attached you will find five copies of an agreement which I have prepared on information furnished me, covering the use of two county roads for detour purposes during the period when the Pacific Highway between New Era and Oregon City is under construction.

These I presume are ready to go to the Highway Commission or to the County Court, I don't know which first.

Yours very truly,

J. M. DEVERS

JMD:EW
Enclosures

FORM E-90 2M 8-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1947

SUBJECT:

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
O f f i c e .

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have on my desk a copy of a resolution which I am advised by the City Manager of Oregon City was passed by the City on November fifth.

Part of that resolution says:

"Now, therefore, be it resolved that the City of Oregon City will reimburse the State Highway Commission for the contract cost of constructing 5 1/2 ft. concrete sidewalks in accordance with the standard plan adopted, at all property between the points mentioned where there are not existing concrete walks * * * *.

For your information I am enclosing a copy of that resolution. This matter has not yet been approved by the Highway Commission except in principle. This particular project has not been passed on by the Highway Commission and I think it should be disposed of at the next meeting.

Yours very truly,

J. W. DEVERS

JWD:PW
Enc.

3010

RESOLUTION

WHEREAS, the State Highway Commission through its representatives, Mr. DeSouza and Mr. Young, has appeared before the Commission asking the City of Oregon City to reimburse it for the cost of constructing certain sidewalks in the proposed widening of Highway 99E through Gennessh now within the corporate limits of Oregon City.

Now, therefore, be it resolved that the City of Oregon City will reimburse the State Highway Commission for the contract cost of constructing 5½ ft. concrete sidewalks in accordance with the standard plan adopted, at all property between the points mentioned where there are no existing concrete walks, providing

1. The State Highway Commission will acquire the necessary right of way and will construct the necessary embankments and do the necessary grading for the construction of sidewalks, and

2. The Highway Commission will replace all existing concrete sidewalks where they are distrubed by construction of the proposed improvement, and

3. The Highway Commission will construct concrete curbs between the points mentioned.

Dated November 5, 1947

GEORGE WOODWARD
Mayor - Commissioner

RAYMOND P. CANFIELD
Commissioner

W. G. M. KRUEGER
Commissioner

RECEIVED
OCT 21 1947
FOR FILING

3-1110

#3010

October 10, 1947

Oregon State Highway Commission

Gentlemen:

During the widening of the Oregon Highway Ex Section to provide for four lanes of traffic, it will be extremely difficult to keep the highway open to traffic without considerable delay. It is believed that highway traffic may be handled with very slight delay at most times, but it would be very expensive for the contractor and, at the same time, objectionable to traffic if an attempt were made to maintain highway traffic during construction.

There is a detour route available which is a Clackamas County road known as the South End Road. This road is surfaced to a width of 18 feet and can handle normal traffic. However, if traffic from the Pacific Highway were diverted over this road it would be necessary to do a minor amount of widening, to reinforce the surfacing at certain points, and to maintain the roadway during construction of the highway section. It is estimated that it would require maintenance for a period of eight months.

The County Court has given its verbal approval to the use of this county road for a detour route providing the State Highway Commission will repair the road so that it would be suitable for traffic and maintain it during its usage as a detour.

It is estimated that the total cost will be $20,000.00 for the repair and maintenance of the detour route. It is recommended that approval be given for the expenditure of $20,000.00 to make this detour available on the basis that this sum will undoubtedly be reflected in the contractor's bid for this project and in the saving of time lost by users of the highway while it is under construction. If this plan is approved it is further recommended that the sum of $8,000.00 be made immediately available so that certain repair work can be performed on the county road while weather permits, to the end that it will be available for use when actual construction starts on the highway project on which we expect to call for bids at the November meeting.

The estimated cost of preparing this section to a condition suitable to use at this time and the maintenance during construction is as follows:

Widening narrow sections and adding rock to shoulders	$ 5,000.00
Asphaltic concrete patching	7,000.00
Re-oiling 2.8 miles	4,400.00
Section crew maintenance	3,600.00
Center line striping and signs	200.00
Total	$20,200.00

Very truly yours,

R. H. Baldock
State Highway Engineer

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OCT 10 1947
FOR FILING

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#3010
3-1110

Salem, Oregon
October 8, 1947

Memorandum to W. C. Williams

In discussing this subject this morning Mr. Baldock suggested that you write a letter for his signature to the Highway Commission for consideration at the October meeting. The letter to outline the necessity for the use of this detour, the length of time and request approval for $20,000.00 for the maintenance and operation of the detour as a part of the project authorization.

Farther, that the Highway Commission at this meeting approve the immediate expenditure of approximately $8,000.00 to enable state forces to start widening and asphaltic concrete patching. It looks as though the oiling would necessarily be deferred until next year.

W. W. Stiffler

WWS/ds
Encl.

FORM E-20 20M 9-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1947

SUBJECT:

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

In compliance with your request I inspected the proposed detour from Oregon City, to New Era, yesterday with Mr. Skelton and Mr. Strohmeyer. Widening and re-surfacing of Pacific highway on this section is tentatively set for the November letting.

The detour will be 4.8 miles long. In case one way detour only is required for part of the time, north bound traffic should use the detour and south bound use the west lane of the present highway.

Of this 4.8 miles 2 miles have 9 ft. concrete pavement with 9 ft. oil surface adjacent. We estimated cost to put this in shape and maintenance as follows and Mr. Strohmeyer will submit an order for this within the next few days.

Clearing, grading shoulders and ditches and adding rock to shoulders Widen 0.5 Mi.		~~1,000~~ 5000
~~700~~ 800 tons asphaltic patching, @ $10		8,000 3000
2.2 miles 0-9 oiling, @ ~~$3,000~~ 2000 D-0-30		~~6,600~~ 4400
6 months section crew maintenance, @ $500		3,000
center striping and signs		200
Total		~~$18,800~~ 20,000

1960

We hope with such preparation to be able to turn the road back to the county on completion of our project in as good, or better, condition as it is at present.

At present there are some pot-holes in the road, in one sunken section and quite a lot of oiled surface that shows considerable checking.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:cy
cc: H. G. Smith

NOTED
W. W. STIFFLER

RECEIVED
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FOR FILING

3-1110

September 11, 1947

Mr. R. A. Blyth, Manager
Oregon City Chamber of Commerce
9th and Super Highway
Oregon City, Oregon

Dear Sir:

I am in receipt of your inquiry of September 9, relative to the date work may be started on the widening of the Pacific Highway East to four lanes between Oregon City and Aurora.

The Highway Commission has authorized the calling of bids for the widening of the existing highway to a four-lane highway between Oregon City and New Era in November, 1947. We are now engaged in acquiring additional rights of way needed for the widening and, if the right of way can be cleared in time, we expect to call for bids in November.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi

Oregon City

CHAMBER OF COMMERCE

September 9, 1947

State Highway Commission
Salem, Oregon

Gentlemen:

At one time it was our supposition that the State Highway Department was going to start work on the highway south of Oregon City to Aurora, making this a four-lane highway, and that the work was to be started during August or September of this year.

Will you please tell us when you contemplate doing this work?

Thank you.

Sincerely yours

OREGON CITY CHAMBER OF COMMERCE

R. A. Blyth, Manager

RAB:ml

RECEIVED
SEP 10 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 10 1947
FOR FILING

13-1110

#3010

Salem, Oregon
September 9, 1947

Mr. H. G. Smith

Prior to Mr. Baldock's departure, he requested that we have prepared prior to his return, October 6, an estimate for the widening of Pacific Highway East between New Era and Salem to a minimum 4-lane capacity. Mr. Baldock has in mind the widening of the existing 26-foot pavement (this includes the 3-foot oiled shoulders) to a width of 42 feet, or 8 feet of widening on each side. This will provide for a 2-foot neutral strip and four 10-foot traffic lanes.

Mr. Baldock believes that we can use the existing rock shoulders as a base, trimming them down sufficiently to provide for 5 inches of asphaltic concrete. Of course, the grade will require widening over most of the section, but the widening would only be done to provide the necessary width for the 42 feet of pavement, except that turnouts should be provided at approximately 1000-foot intervals for use of vehicles in trouble..

There will be no widening of bridge structures as the four lanes would be transitioned to two at the Pudding River and Molalla River bridges. A rough estimate indicates that it will cost about $600,000 for the surfacing and additional pavement. If the grade widening could be performed for approximately $150,000, Mr. Baldock feels the widening at a cost of $750,000 would be well justified.

Will you please have prepared a rough estimate. I do not believe it will be necessary to do any field work although it may be necessary to make a field inspection of some of the sections that contain deep cuts or high fills.

W. C. Williams

WCW:hi

RECEIVED
AUG 1 1947
FOR FILING

3-1110
1-1-3010

Salem, Oregon
August 1, 1947

Mr. R. H. Baldock

Mr. Pierce, of Pierce Auto Freight, called at my office yesterday and suggested that traffic on the New Era hill and on the grade through the town of Aurora could be speeded up by widening the right-hand shoulder and by the maintenance of a sign at the foot of the grade in each instance directing trunk traffic to take the extreme right-hand side of the pavement.

He said that he has observed these grades very carefully and that a minimum amount of widening, if any at all, would be necessary. It was his thought that if the present shoulder is oiled and an additional traffic line painted on the grade the desired results could be obtained. He asked me to pass the information on to you.

Secretary

HDG:ec

RECEIVED
APR 11
FOR FILING

3-1110

April 10, 1947

Mr. G. E. Roberson
Right of Way Engineer
Portland General Electric Company
621 S. W. Alder Street
Portland 5, Oregon

Dear Sir:

We contemplate widening the highway from Oregon City to Gladstone to a four-lane road, but this will not require any additional right of way in front of the property of the Portland General Electric Company. Our maps indicate, however, that your steel tower now encroaches a few feet on the highway right of way, and I believe it was left there by mutual understanding.

If you are going to do any further building, however, I feel we should abide on the right-of-way line, and I will instruct V. G. Williams, Division Engineer, 9200 S. E. McLoughlin Boulevard, Portland, to set right-of-way stakes.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith
V. G. Williams

PORTLAND GENERAL ELECTRIC COMPANY

[illegible] W. Burnside Street • Portland 5 Oregon

March 31, 1947

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This Company is planning to develop its property adjacent to the easterly side of the Pacific Highway at the top of the hill between Oregon City and Canemah.

We understand that the Highway Commission has contemplated some changes in alignment or width in this location. If there are any definite plans available at this time, we would appreciate a copy of same that we might incorporate them in our plans.

Very truly yours,

C. E. Robertson

C. E. Robertson
Right of Way Engineer

CER:k

REFERRED TO
H G Smith
By Chief [illegible]
Please prepare reply.

APR 4 1947

RECEIVED
APR 2 1947
OREGON
STATE HIGHWAY COMMISSION

RECORD OF ASSIGNMENT

47

SCRIPTION: Let of Mar 31 from Portland General Electric, C. E. Robertson, re plans for pacific highway between Oregon City and Canemah

DATE: April 4, 1947 . ASSIGNED TO: SMITH

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
X (Investigation and such action as is necessary
(Please prepare reply for my signature
(

REPORT RECEIVED: 4-9-47

REMARKS: HI

EXCERPT FROM MINUTES OF MEETING OF HIGHWAY COMMISSION HELD MARCH 24 and 25, 1947

Portland, Oregon
March 24, 1947

The State Highway Commission met in regular session at 9:00 a.m. in the auditorium of the Public Service Building. Present were:

T. H. Banfield, Chairman
A. W. Schaupp, Commissioner
Ben R. Chandler, Commissioner
R. H. Baldock, State Highway Engineer
J. H. Devers, Chief Counsel
H. B. Glaisyer, Secretary

* * * * * * * * *

* Pringle Corner-McMinnville Section, Salmon River Highway and Pacific Highway West: Prior to approving acquisition of the properties listed under this heading the Commission had under consideration the adoption of the permanent location survey for this section of the highway. The Engineer presented a map and other mate ial showing the recommended location and advised that the survey has been completed in conformity therewith. He also reported the completion of additional surveys as follows and submitted maps and other material for each:

* * * * * * * * *

* * * * * * * * *

Canemah-New Era Section of US99E, Clackamas County

* * * * * * * * *

After study, the Commission approved the relocations as report and thereupon, by unanimous vote, adopted the following resolution with regard thereto:

WHEREAS, the Commission heretofore authorized and directed the Engineer to make a complete and final survey of the route and permanent location of each of the following sections of state highways, to wit:

* * * * * * * * *

Canemah-New Era Section of US99E, Clackamas County;

* * * * * * * * *

and in connection therewith to prepare maps showing the route and location of said sections of highways and to file said reports and records with the Commission for consideration; and

E.R.

WHEREAS, the Engineer has reported the completion of said surveys and has submitted the same for the approval or disapproval of the Commission; and

WHEREAS, after due consideration of said surveys, field notes, maps and other engineering data, it is the judgment of the Commission that the same should be approved and filed;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and affirmatively voting as follows:

1. That the surveys of the above-mentioned sections of state highways, together with the maps, which for identification purposes bear the map files Nos. ——— and ———, ———, ———, ———, 6B-29-3, ———, ——— and ———, and ———, respectively, field notes and other engineering data submitted by the Engineer hereby are approved, and the Engineer is directed to file and preserve the same in the records and files of the Commission at Salem, Oregon.

2. That when said sections of said highways are permanently constructed the same shall be done in accordance with said surveys and locations unless otherwise directed or ordered by the Commission.

3. That this resolution be entered in the minutes and records of the Commission as of the twenty-fourth day of March, 1947.

RECEIVED
MAR 17 1947
FOR FILING

1-3-1118
~# 2010

March 14, 1947

Oregon State Highway Commission

Gentlemen:

I am submitting herein sketch map of the relocation of the Pacific Highway East, between Gervais and Hubbard, in Marion County.

The purpose of this relocation is to permit the widening of this highway from a two-lane to a four-lane type highway. The center line of the new location is practically identical with the existing route, but in order that we may acquire additional right of way for the widening, it is necessary that this location be approved.

There are two houses partially on the right of way required which it will be necessary to move. We request that this relocation survey be adopted and we be authorized to proceed with the securing of the right of way and the contracting of this work.

The estimated cost of the Oregon City-New Era Section, a distance of 4.6 miles, is approximately $600,000. Of this amount, the grading and paving is estimated to cost $494,000; widening Zollner Creek bridge on New Era, $62,000; and right of way, $44,000. Of the right of way cost, approximately $27,000 represents the acquisition of the hillside strip to preserve the scenic beauty, as requested by Mr. Boardman.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
Encl.

3010

FORM E-80 REM 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 3rd, 1947

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

The estimated cost of the Oregon City-New Era Section, to provide for a 4-lane pavement, is as follows:

Grading and Paving	$491,000
Parrott Creek Bridge	60,000
Right of Way	40,000
T o t a l	$591,000

The right of way cost includes the estimated value of the area to be acquired as park property for Mr. Boardman.

I am attaching sketch map.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

OREGON CITY

Mt. Pleasant School

T.2S.
T.3S.

BEGINNING OF SURVEY
Sta. 81+41

Steel Tower Partly on R/W
Not To Be Moved

R.2E.
R.1E.

Canemah
House Partly on R/W

House Partly on R/W

WILLAMETTE RIVER

Bolton

West Oregon City

Willamette

River

R.2E.
R.1E.

SURVEY

Canemah

Partly on R/W

House Partly on R/W

AMETTE

RIVER

Willamette

River

Parrott Creek

END OF SURVEY
Sta. 365+42

To Salem

New Era

OREGON STATE HIGHWAY DEPARTMENT
Sketch Map

CANEMAH - NEW ERA SECTION

NG OF SURVEY
81+41
aved

R.2E.
R.1E.

Canemah
House Partly on R/W

House Partly on R/W

LLAMETTE

RIVER

Willamette

Tualatin River

New Era

Parrott

END OF SURV
Sta. 365+42

To Sa

OREGON STATE HIGHWAY DEPARTMENT
Sketch Map

CANEMAH - NEW ERA SECTION

PACIFIC HIGHWAY

CLACKAMAS COUNTY

Scale 1 in. = 2000 ft. March, 1947

For Detail See 68-23-3

OREGON CITY

T.2S.
T.3S.

BEGINNING OF SURVEY
Sta. 81+41
(Steel Tower Partly on R/W
Not To Be Moved

R.2E.
R.1E.

Canemah
House Partly on R/W

House Partly on R/W

WILLAMETTE

RIVER

Bolton

West Oregon City

Willamette

Tualatin River

To Portland

8-8301 Brush Creek-Hunter Creek Rock production Project, Ore. Coast Hwy. 1948
#3011

RECEIVED
DEC 2 1952
FOR FILING

8-3301

30 N

December 1, 1952

State Tax Commission
167 Portland State Office Building
Portland, Oregon

Attention: Mr. Roy McCullen

Gentlemen:

We have your letter of November 20, 1952, in which you inquire as to the approximate date in 1948 that the Shoreline Company ceased operations on their state contracts Nos. 3011, 3012 and 3018.

On contract No. 3011, the engineer's reports show that operations were started on this job July 23, 1949, and completed October 22 of the same year. Shoreline, however, did not perform any part of this contract.

Reports on contract No. 3012 show that setting-up operations began on June 12, 1948, and on September 25, 1948, the contractor dismantled his plant to send the plant motors to Portland and the crew to Hood River. At this time, approximately 42 percent of the contract was complete.

On contract No. 3018, the engineer's reports show that setting-up operations were in progress in the forepart of September, that crushing was done during October, and on November 5, the Engineer wrote as follows:

"Shoreline's secretary, Mr. Grote, informed me on Friday evening that their company would be unable to continue due to finances. I called the bonding company and they are making preparations to do something. I contacted Mr. Grote again on Saturday and he agreed to continue until the bonding company made up their minds as to what they are going to do."

We believe that this statement by the resident engineer will probably provide the information you seek.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STATE OF OREGON

INCOME TAX DIVISION
RAY SMITH
COMMISSIONER

STATE TAX COMMISSION

PORTLAND

November 20, 1952

COMMISSIONERS
CARL CHAMBERS
ROBERT D. MACLEAN
RAY SMITH

State Highway Commission
Salem, Oregon

EFERRED TO
M. Blair
State Highway Engin

Attention: R. H. Baldock
State Highway Engineer

Please prepare reply.

Dear Mr. Baldock:

We are in possession of a copy of a letter sent by you, January 28, 1949 to the Shoreline Construction Co., 971 Edgewater St., Salem, Oregon.

This letter, in effect, is your notice of default on Contract 3012.

At this time, we desire to ascertain the approximate date in 1948 that the Shoreline Co., ceased operations on their State Contracts Nos. 3011, 3012 and 3018. The date we are interested in is the date, which in your opinion, they were financially unable to operate. There is no doubt, in our mind, that this date on which they ceased operations was, at least, sixty or ninety days prior to your notice of default.

Please address your reply to the writer and your cooperation will be appreciated.

Very truly yours,

STATE TAX COMMISSION

Roy McCullen

Roy McCullen
Auditor

RMC;bk

RECEIVED
NOV 21 1952

Energos Weekly reports
Klon Swift

3018

12-31-48 Finished crushing Mount rock - No crushing till summer
12-24-48 about 600 yds to finish crushing
12-17-48 Crusher worked all week averaging 325 yds per day

5-20-49 Placed final seal - job complete
5-14-49 Harr & Horton, subs, started crushing tues this week
5-6-49 " " working for Bonding Co, working on emplacing
4-23-49 " " Have taken over for the Bonding Co. & moved in on Tue. to finish lit up.

3011 Geo C. Baker

7-23-49 "Contractor started removing in eqpt. Thur"
10-27-49 The Contractor completed the job Thursday.
(Stone line had no work on this job)

3012 Geo C. Baker

6-12-48 3 men erecting tool houses & working on Plant Mon thru Fri. Moved in dozer, dragline & misc eqpt. Fri
7-10-48 Plant ran 30 min on A.M, Tue.
Plant ran all day Sat.
9-25-48 Tue. all piles completed
Wed. Contractor dismantling plant. Motors to go to Portland, crew to Hood River. (Job 41.9% complete)
3-20-49 R. O. Heil - was in Wed & said he had taken over the Thordarson & Constans Co. work from Bonding Co. & would start moving eqpt. next week.

3018

9-17-48 Crew putting final touches on the crusher.

9-24-48 Crusher in operation & about 100 yds. stockpiled to date.

10-22-48 " has run fairly steady & they now have 2000 yds 4-2 rock in stockpile

11-5-48 "Shoreline secty, Mr. Grote informed me on Fri. evening that their Co. would be unable to continue due to finances. I called the bonding Co. and they are making preparations to do something. I contacted Mr. Grote again on Sat and he agreed to continue until the bonding Co. made up their minds as to what they are going to do."

RECEIVED
NOV 15 1951
FOR FILING

8-8301

3011

September 17, 1951

Mr. John M. Cobe
Attorney-at-Law
1012 Yeon Building
Portland, Oregon

Dear Mr. Cobe:

I enclose for your information a list of the claims that are on file with the State Highway Commission against contracts awarded to Shoreline Construction Company, particularly Contracts Nos. 3011, 3012 and 3018.

The records of the Highway Commission do not show that any of these claims have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhe
Encl.

REFERRED TO
Gurney
BY SECRETARY

What is status of payments to these claims on these jobs?

Final payments on all 3 jobs made 10-18-51

NOTED
H. B. GLAISYER

LIST OF CLAIMS FILED AGAINST SHORELINE CONSTRUCTION COMPANY

CONTRACT NO. 3011

8-12-49	State Tax Commission	Applies to 3012 & 3018 also plus penalty and interest	$ 215.32
1-10-50	Western Fence & Wire Works	Wire Screens	798.93
3-9-50	S.U.C.C.	Applies also to 3012	890.36
3-16-50	J. E. Haseltine & Co.	Materials	58.83
3-29-50	Leroy E. Grote	Materials & Labor	339.96
3-29-50	Peco Inc.	Equipment hire & expense	988.30
4-6-50	Andersen Machinery	Equipment rental-also applies to 3012	542.60

CONTRACT NO. 3012

11-8-48	T. M. Gorsch	Labor	37.00
	" " "	Damages & use of tractor	1128.00
11-14-48	Chas. A. Ballard	Mistake by bookkeeper	14.00
1-5-49	Pacific Excavating Co.	Equipment rental & Labor-applies also to 3018	3529.05
1-17-49	Leroy E. Grote	Labor, equipment hire,etc.	1458.65
2-2-49	Fred V. Forbes	Dump truck work	199.50
1-26-49	State Ind.Accident Com.	Unpaid Contributions	521.41

Contract No. 3018

11-10-48	C. C. Patrick Lumber Co.	Material	155.98
12-2-48	Balzer Machinery Co.	Rent of rock crushing equipment	7120.93
12-6-48	Shell Oil Co.	Products	540.77
12-9-48	Neal Creek Lumber Co.	Materials	1010.05
12-9-48	M. Crouser	Equip. hire & transfer chgs.	2303.58
	" "	unpaid check given him by contractor	87.88
12-17-48	J. B. Edington	Supplies	89.79
12-16-48	Beall Pipe & Tank Corp.	Pipe furnished	2226.62
12-17-48	M. Crouser	Labor & equipment	2391.41
1-5-49	Pacific Excavating Co.	Labor & equipment rental-also applies to 3012	3529.05
1-5-49	Ideal Grader & Nursery Co.	Work on truck	468.10
1-17-49	Armco Drainage & Metal Products,Inc.	Supplies furnished	97.54
1-21-49	Mennis Oil Co.	Materials furnished	303.70
1-26-49	State Ind.Accident Com.	Unpaid Contributions	554.96
2-4-49	Oregon Portland Cement Co.	Cement	597.80
2-7-49	Mercer Steel Co.,Inc.	Steel furnished	583.27
2-14-49	D. L. Mennis	Trucking & transportation	334.75
4-6-49	Criswell Bros.	Labor & Material amended	3628.85
3-16-49	Standard Oil Co.	Products	1148.85
3-30-49	Oregon-Wash.Telephone Co.	Materials	231.81
3-30-49	W & W Logging Co.	Labor & Materials	100.00
4-12-49	Lester Auto Freight	Labor,materials & services	49.43
4-18-49	Long Tractor & Equip. Co.	Rental	96.00
5-9-49	English & Co.	Blasting materials	70.80
11-16-49	J. F. Volstorff	Materials	29.76
3-27-50	Ideal Grader & Equipment Co.	Materials	32.25

Prepared 9-17-51

LIST OF CLAIM ILED AGAINST SHORELINE CONSTRU ON COMPANY

CONTRACT NO. 3011

8-12-49	State Tax Commission	Applies to 3012 & 3018 also plus penalty and interest	$ 215.32
1-10-50	Western Fence & Wire Works	Wire Screens	798.93
3-9-50	S.U.C.C.	Applies also to 3012	890.36
3-16-50	J. E. Haseltine & Co.	Materials	58.83
3-29-50	Leroy E. Grote	Materials & Labor	339.96
3-29-50	Peco Inc.	Equipment hire & expense	988.30
4-6-50	Andersen Machinery	Equipment rental-also applies to 3012	542.60

CONTRACT NO. 3012

11-8-48	T. M. Gorsch	Labor	37.00
	" " "	Damages & use of tractor	1128.00
11-14-48	Chas. A. Ballard	Mistake by bookkeeper	14.00
1-5-49	Pacific Excavating Co.	Equipment rental & Labor-applies also to 3018	3529.05
1-17-49	Leroy E. Grote	Labor, equipment hire,etc.	1458.65
2-2-49	Fred V. Forbes	Dump truck work	199.50
1-26-49	State Ind.Accident Com.	Unpaid Contributions	521.41

Contract No. 3018

11-10-48	C. C. Patrick Lumber Co.	Material	155.98
12-2-48	Balser Machinery Co.	Rent of rock crushing equipment	7120.93
12-6-48	Shell Oil Co.	Products	540.77
12-9-48	Neal Creek Lumber Co.	Materials	1010.05
12-9-48	M. Crouser	Equip. hire & transfer chgs.	2303.58
	" "	unpaid check given him by contractor	87.88
12-17-48	J. B. Edington	Supplies	89.79
12-16-48	Beall Pipe & Tank Corp.	Pipe furnished	2226.62
12-17-48	M. Crouser	Labor & equipment	2391.41
1-5-49	Pacific Excavating Co.	Labor & equipment rental-also applies to 3012	3529.05
1-5-49	Ideal Grader & Nursery Co.	Work on truck	468.10
1-17-49	Armco Drainage & Metal Products,Inc.	Supplies furnished	97.54
1-21-49	Mennis Oil Co.	Materials furnished	303.70
1-26-49	State Ind.Accident Com.	Unpaid Contributions	554.96
2-4-49	Oregon Portland Cement Co.	Cement	597.80
2-7-49	Mercer Steel Co.,Inc.	Steel furnished	583.27
2-14-49	D. L. Mennis	Trucking & transportation	334.75
4-6-49	Criswell Bros.	Labor & Material amended	3628.85
3-16-49	Standard Oil Co.	Products	1148.85
3-30-49	Oregon-Wash.Telephone Co.	Materials	231.81
3-30-49	W & W Logging Co.	Labor & Materials	100.00
4-12-49	Lester Auto Freight	Labor,materials & services	49.43
4-18-49	Long Tractor & Equip. Co.	Rental	96.00
5-9-49	English & Co.	Blasting materials	70.80
11-16-49	J. F. Volstorff	Materials	29.76
3-27-50	Ideal Grader & Equipment Co.	Materials	32.25

Prepared 9-17-51

3011

W. Fence & Wire ——— 798.93 – Mail

S. U. C. C. ——— 890.36 – Not paid

Hazelton & Co. ——— 58.83 – paid

Brake ——— 339.96 – withdrawn

Peters Co ——— 988.30 "

Anderson Mch Co – 542.60 – Mail

~~Hazelton~~

Chain Belt Co ——— 51.87 – Mail

3012

Gorsch — $1128.00 - unpaid
Ballard — 14.00 - ?
Pacific Exc. Co — 55.29.05 - withdrawn
Isaacs — 145-8-65 - "
Forbes — 199.50 - pd
Ford acc Co — 521-41 - unpaid
Hilltebo — 17.50 - "
Taf Con — 215.32 - "
S.U.CC — 890.56 - "
Anderson Equip — 5.42.60 - void
Chamberlain — 5.1.87 - "

3018

Patent Pkg Co	15-5.98	pd
Shell Oil —	540.77	pd
Edmunton —	86.27	pd
Baker —	7120.93	pd
Neal Creek —	1010.05	pd
Crowell —	2203.58	"
" —	87.88	"
	2226.62	"
Beall —	35.29.05	withheld
Pacific Exp Co —	468.10	pd
Ideal Feeder —	97.54	pd
Armco Mfg —	303.70	pd
Mervis Oil Co —	554.96	unpaid
Ind Acc Com —	583.27	pd.
Mercer Well —	597.80	pd
Oil Port Const —	6952.89	pd
Crowell Box —	1148.85	pd
Std Oil — —	231.81	pd
O.W Tel Co — —	100.00	pd
W.W Log Co —	49.43	?
Texter Auto Fix —		

over

Tony Proctor —— 96.00 ?
English & O —— 70.80 ?
State Tax Com — 215.32 40.
Volstorff — 29.76 - 40

RECEIVED
NOV 5 1951
FOR FILING

8-8301
3011

Salem, Oregon
October 17, 1951

Mr. M. H. Hanks
Auditor

Dear Mr. Hanks:

We have now received in this office a fully executed copy of an agreement with the Glens Falls Indemnity Company through which the Commission agreed to release final estimates retained on Contracts 3011, 3012 and 3018 in respective amounts of $1,389.90, $1,792.04 and $2,752.23 totaling $5,934.17. Will you kindly mail the three checks to Mr. John M. Cohn, Attorney for the Glens Falls Indemnity Company, whose address is 1012 Loan Building, Portland 4, Oregon.

Very truly yours

Floyd Query
Acting Secretary

FAQ:md

NOTED
H. B. GLAISYER

RECEIVED
OCT 19 1951
FOR FILING

8-8301

3011 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
~~Sep. 28, 1951~~

(EST. NO.) (CONTRACTOR)

~~3011~~	~~1-final~~	~~Glens Falls Indemnity Co.~~	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
~~3025~~	~~B-28727~~	~~1,309.90~~	~~Sep. 28, 1951~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

~~ACCOUNTING DIVISION~~

Specified Completion Date: Nov. 30, 1948

Time Extensions: Extended to Oct. 30, 1949 without penalty

Completion Date: Oct. 20, 1949

Date Accepted: Dec. 19, 1949

Penalties:

Claims: Reference to Agreement between Highway Commission and the Glens Falls Indemnity Co. under date of Sep. 12, 1951.

Remarks:

Date: 10-17-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Dell
acting Secty

Warrant Mailed: OCT 18 1951 aa

NOTED ON CARD
10-18-51 gf

FORM E-183 30M 4-50

RECEIVED
OCT - 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

8-8301

3011

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 24, 1951

COPY

Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Mr. Glaisyer:

Attached is a voucher calling for payment of the sum of $5,934.17 to the Glens Falls Indemnity Company, which represents the amounts earned and unpaid under contracts 3011, 3012, and 3018 with the Shoreline Construction Company.

The Commission has approved this and has signed the agreement with the bonding company. The bonding company will deliver to me within the next two or three days the agreement executed by the bonding company and I will deliver an executed copy to you before the check is released.

Yours very truly,

/s/ J. M. Devers
J. M. DEVERS
Chief Counsel

JMD:ea
Encl.

RECEIVED
SEP 18 1951
FOR FILING

E 8201

3011

Salem, Oregon
September 17, 1951

Mr. J. M. Devers
Chief Counsel
O f f i c e

Attached hereto, for further handling by you, are three copies of an agreement between the State Highway Commission and Glens Falls Indemnity Company whereby the State pays certain monies earned under contracts No. 3011, 3012 and 3018.

Secretary

rn
attach: 3

RECEIVED
JUL 31 1951
FOR FILING

FORM E-80 25M 11-50 44701

8-F301
3011

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1951

SUBJECT:

To:

Mr. H. B. Glaisyer
Secretary
O f f i c e

If you will remember we have for sometime been holding as "out for signature" four estimate vouchers, one on Contract No. 2944 with the Denton Construction Company and Nos. 3011, 3012, and 3018 with the Shoreline Construction Company. All four had been handled through the assignee which is the Glens Falls Indemnity Company.

Today we received back properly signed, the original estimate vouchers on Contract Nos. 2944, 3011, and 3012 and the signed final release on 3018 which had been removed when the original was first sent back. This permitted us to send these four estimate vouchers to Mr. Taylor's section for numbering. I am attaching for your files the letter from the insurance company which accompanied the vouchers. I have made copies of the letter for myself and Mr. Taylor and it now appears that any further hold-up of the vouchers or payments will be a matter of Mr. Taylor checking with your office.

Very truly yours,

Carl F. Smith
Claims Supervisor

CFS:mh

cc: D. B. Taylor

Phoned Taylor 4:45 PM 8/1, & they've mailed

JOHN S. COKE AND JOHN M. COKE
ATTORNEYS AT LAW
1012-1015 YEON BUILDING
PORTLAND, OREGON
TELEPHONE ATWATER 0636

May 17, 1951

Mr. Carl F. Smith
Accounting Division
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company,
State Contracts #3011, 3012 and
3018.

Dear Mr. Smith:

You have previously forwarded to us for completion on these various state highway contracts the final vouchers, assignment forms and final release forms. We have purposely delayed execution of the same until we could properly certify that the various labor and material claims were disposed of, either by payment by ourselves or were outlawed according to the Oregon statute.

In order that payments can be made by you on the various funds retained by you upon these state contracts, we submit the following:

State Contract No. 2944, Gardiner Section, Oregon Coast Highway, Douglas County, Oregon; Denton Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of payment of Claims; Executed Estimate Vouchers, Estimates 12 and 13 Final, in the sum of $7,590.23.

State Contract No. 3011, Brush Creek-Hunter Creek Job, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 4 Final, in the sum of $1,389.90.

State Contract No. 3012, Hunter Creek-California State Line, Oregon Coast Highway; Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

TO VOU' D.B. TAYLOR 5-21

State Contract No. 3018, Hood River Junction-Odell Creek; Shoreline Construction Company;--Executed Certificate of Payment of Claims. (Our records indicate that the Assignment of Claim form and the Estimated Voucher #9 Final were both previously executed by us and forwarded to you on Contract #3018. The final estimate was in the sum of $2,752.23.).

A-WICKLANDER IS HOLDING VOUCHER 5-21

Regarding State Contract #2899, Madras Section of The Dalles-California Highway, Jefferson County, in which the contractor was the Denton Construction Company, our records indicate that the vouchers, certificate, the assignment form and the final release form have been executed by us and forwarded to you. The remaining balance held by you under this contract is in the sum of $1,731.83.

The final payments on the Denton Construction Company contracts--No. 2899, the Madras job, and No. 2944, the Gardiner job--have been withheld by the State Highway Commission because of various levies by the Collector of Internal Revenue. We have today conferred with Mr. J. M. Devers, the Chief Counsel for the Commission, and have entered into a form of agreement between the State Highway Commission and the Glens Falls Indemnity Company, which agreement will be presented to the State Highway Commission at its monthly meeting on May 24th, and if approved by the Commission, the funds withheld by you on these two Denton Construction Company contracts will be released to us.

As your records will show, the Denton Construction Company and the Shoreline Construction Company have made assignments to the undersigned, Glens Falls Indemnity Company, their respective surety, of all funds on the above mentioned state contracts. In addition, each has executed a power of attorney to the undersigned. Would you, therefore, as you have previously, make payments to the Glens Falls Indemnity Company as assignee and forward drafts c/o John M. Coke, Attorney for Glens Falls Indemnity Company, 1012 Yeon Building, Portland, Oregon.

We will be glad to assist you in any way you deem necessary in the matter.

Yours very truly,
GLENS FALLS INDEMNITY COMPANY
By
its attorney

JMC:rg

RECEIVED
MAY 21 1951
FOR FILING

8-8301

3011

JOHN S COKE AND JOHN M COKE
Attorneys at Law
1012-1015 Yeon Building
Portland, Oregon

Telephone Atwater 0838

COPY

May 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company
State Contracts #3011, 3012 and
3015.

Dear Mr. Glaisyer:

We are enclosing herewith a copy of a letter, together with enclosures, which we have today addressed to Carl F. Smith of the Accounting Division, State Highway Commission, requesting final payments on the above contracts. As stated in this letter, we have purposely delayed making the certificate of payment as to the various claims on these jobs until the various claims were either paid or were outlawed according to statute. We have, of course, in addition paid substantial amounts on claims that were not filed with your office.

On the unpaid claims of record which are few in number, we are of the opinion that these have now been outlawed under Section 98-205, as amended Oregon Laws 1945, Chapter 324, which we quote, in part, as follows:

> "Any person who has supplied labor and material under the conditions herein provididewe is hereby authorized to institute an action within two years after supplying such labor and materials in the circuit court of this State or the Federal Court of this District, and not otherwise against said contractor or sureties on his own relation".

We will be very glad to discuss our position with you and to bring such records as you deem necessary in order to satisfy you as to our position.

Copy

Due to the fact that there were numerous claims on the Denton Construction Company and Sherelime jobs, it is impossible to set forth in detail in this letter the status of these claims.

Yours very truly,

(John M. Coke, Signed)

John M. Coke

JMC;rg
cc-Mr. Devers

RECEIVED
OCT 24 1950
FOR FILING

8-8301

3011

October 23, 1950

Chain Belt Company
118 S. W. First Avenue
Portland 4, Oregon

Attention: Mr. H. F. Bergis

Gentlemen:

We acknowledge with thanks your letter of October 19 advising us that your claim in the amount of $51.87 against R. O. Dail in connection with State Highway Contracts 3011 and 3012 has been paid by the United States Fidelity and Guaranty Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
10-23-50, gf

CHAIN BELT COMPANY

REX

118 S. W. FIRST AVE. • PORTLAND 4, OREGON

BALDWIN REX

OCTOBER 19, 1950

EXECUTIVE OFFICES & FACTORIES MILWAUKEE, WIS.

SPRINGFIELD AND WORCESTER, MASS.

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

ATTENTION: MR. H. B. GLAISYER, SEC.

GENTLEMEN:

WE WISH TO ADVISE YOU THAT OUR CLAIM AGAINST R. O. DAIL, CONTRACT 3011 AND 3012, AMOUNTING TO $51.87 HAS BEEN PAID BY THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

THANKS VERY MUCH FOR YOUR COOPERATION IN THIS MATTER.

YOURS VERY TRULY,

CHAIN BELT COMPANY

H. F. BERGIS
DISTRICT MANAGER

HFB/PT

COPY TO: UNITED STATES FIDELITY & GUARANTY CO.
SEATTLE, WASHINGTON

NOTED ON CARD
10-20-50 gf

REFERRED TO
BY SECRETARY

RECEIVED
OCT 20 1950
OREGON
STATE HIGHWAY COMMISSION

CHAIN BELT AND TRANSMISSION DIVISION ★ CONVEYOR AND PROCESS EQUIPMENT DIVISION ★ CONSTRUCTION MACHINERY DIVISION ★ CASTINGS DIVISION ★ BALDWIN-DUCKWORTH DIVISION

RECEIVED
OCT 24 1950
FOR FILING

8-8301

3011

October 23, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated October 19 from the Chain Belt Company, 116 S. W. First Avenue, Portland 4, in which they advise as follows:

"We wish to advise you that our claim against R. O. Dail, Contract 3011 and 3012, amounting to $51.87 has been paid by the United States Fidelity and Guaranty Company. * *"

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with State Highway Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Roy F. Owens Company
Spalding Building
Portland 4, Oregon

BOARD
10-23-50 JR

RECEIVED
OCT 20 1950
FOR FILING

3011+3012

CHAIN BELT COMPANY

REX 8-8301
EXECUTIVE OFFICES & FACTORIES MILWAUKEE, WIS. 3011

118 S. W. FIRST AVE. • PORTLAND 4, OREGON

BALDWIN-REX

SPRINGFIELD AND WORCESTER, MASS.

SEPTEMBER 19, 1950

GLEN FALLS INDEMNITY COMPANY
AMERICAN BANK BLDG.
PORTLAND 5, OREGON

GENTLEMEN:

RE: IN THE MATTER OF CLAIM FOR ACCOUNT DUE FROM R. O. DAIL, 8919 SOUTH EAST FOSTER ROAD, PORTLAND, OREGON
$51.87

FEBRUARY 14TH, WE FILED A CLAIM WITH THE OREGON STATE HIGHWAY COMMISSION FOR $51.87 DUE FROM R. O. DAIL FOR MATERIAL FURNISHED ON CONTRACTS 3011 AND 3012.

WE ARE ADVISED BY THE OREGON STATE HIGHWAY COMMISSION THAT YOU WERE NOTIFIED ON FEBRUARY 14TH AND AGAIN ON MARCH 9TH REGARDING THE RECEIPT OF THIS CLAIM.

WE WERE ALSO ADVISED THAT YOU HAD CARRIED THE BOND FOR THE ORIGINAL CONTRACTOR WHICH WAS THE SHORELINE CONSTRUCTION COMPANY AND THAT THE BOND FOR R. O. DAIL WAS CARRIED BY THE UNITED STATES FIDELITY & GUARANTY COMPANY.

AT THE SAME TIME WE FILED OUR CLAIM WITH THE STATE, WE ALSO FILED A COPY WITH THE UNITED STATES FIDELITY & GUARANTY COMPANY.

WE HAVE TRIED TO COLLECT THIS ITEM FROM THE UNITED STATES FIDELITY & GUARANTY COMPANY. HOWEVER, THE SECRETARY OF THE HIGHWAY COMMISSION ADVISES US THAT INASMUCH AS YOU BONDED THE ORIGINAL CONTRACTOR, THIS IS STILL YOUR RESPONSIBILITY.

WILL YOU PLEASE, THEREFORE, EITHER CONTACT THE UNITED STATES FIDELITY & GUARANTY COMPANY AND HAVE THEM ADVISE US WHEN WE MAY EXPECT PAYMENT OF THIS CLAIM OR ADVISE US WHETHER OR NOT YOU WILL PAY IT DIRECT. THIS IS NOW VERY OLD AND WE ARE ANXIOUS TO GET IT CLEANED UP.

YOURS VERY TRULY,

CHAIN BELT COMPANY

H. F. BERGIS
DISTRICT MANAGER

HFB/PT

CHAIN BELT COMPANY

REX

118 S. W. FIRST AVE. • PORTLAND 4, OREGON

BALDWIN-REX

EXECUTIVE OFFICES
& FACTORIES
MILWAUKEE, WIS.

SPRINGFIELD
AND
WORCESTER, MASS.

SEPTEMBER 19, 1950

UNITED STATES FIDELITY & GUARANTY COMPANY
306 CENTRAL BLDG.
SEATTLE, 4, WASHINGTON

ATTENTION: Mr. A. W. MURRAY

RE: IN THE MATTER OF CLAIM FOR ACCOUNT DUE FROM R. O. DAIL, 8919 SOUTH EAST FOSTER ROAD, PORTLAND, OREGON
$51.87

DEAR SIR:

WE WROTE YOU ON AUGUST 10TH AND AGAIN ON AUGUST 23RD ASKING THAT YOU PLEASE ADVISE US REGARDING THE STATUS OF THIS CLAIM.

WE WOULD VERY MUCH APPRECIATE HEARING FROM YOU ADVISING US JUST WHERE WE STAND IN THE MATTER NOW.

YOURS VERY TRULY,

CHAIN BELT COMPANY

H. F. BERGIS
DISTRICT MANAGER

HFB/PT

COPY TO: Mr. H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

RECEIVED
SEP 2 2 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 17 1950
FOR FILING

8-8301
3011

Files

August 16, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of August 14 with which you forwarded a letter from Chain Belt Company concerning their claim in the amount of $51.87 against R. O. Dail in connection with Mr. Dail's operations on the State Highway Contracts 3011 and 3012.

Our records show that the Glens Falls Indemnity Company who furnished performance bonds for these two contracts were notified concerning receipt of the claims on February 21 and March 9, 1950. We note that the Chain Belt Company mentions the United States Fidelity and Guaranty Company. We do not know what connection this Company has with these contracts. It may be that they are looking to the wrong surety for redress.

We will advise the Chain Belt Company concerning the proper surety for these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
8-16-50 gp

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 14, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing for your attention a letter received from the Chain Belt Company of Portland, Oregon, relative to their claim in the amount of $51.87, which was received and filed in this office on March 6, 1950, our file number 3203.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

REFERRED TO
BY SECRETARY

RECEIVED
AUG 15 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

8-15-50

RECEIVED
AUG 17 1950
FOR FILING

8-9301

3011

August 16, 1950

Chain Belt Company
116 S. W. First Avenue
Portland 4, Oregon

Gentlemen:

Your letter of August 9, directed to the Secretary of State concerning your claim against R. O. Dail in the amount of $31.87, has been referred to this office. This claim was first received in our office on February 14 and again from the Secretary of State on March 9, 1950. In both instances the Glens Falls Indemnity Company was advised concerning receipt of the claim.

We note on the copy of the claim filed with the Secretary of State that the United States Fidelity and Guaranty Company is mentioned as the surety on Contracts 3011 and 3012. These two contracts were originally let to the Sheraline Construction Company, which company went broke before the jobs were completed. The Glens Falls Indemnity Company, who furnished the bonds to the Sheraline Construction Company, took over and completed the jobs through Mr. R. O. Dail. We do not know just what arrangements were made between the Glens Falls Indemnity Company and Mr. Dail; but in any event, all claims concerning these jobs would be considered as being a responsibility of the Glens Falls Indemnity Company who provided the original bonds for the Sheraline Construction Company.

We will again call to the attention of the surety the fact that your claim has not been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
8-16-50 gf

CHAIN BELT COMPANY

REX

118 S. W. FIRST AVE. • PORTLAND 4, OREGON

BALDWIN-REX

August 9, 1950

EXECUTIVE OFFICES
& FACTORIES
MILWAUKEE, WIS.

SPRINGFIELD
AND
WORCESTER, MASS.

SECRETARY OF STATE
RECEIVED
AUG 10 1950
EARL T. NEWBRY

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: In the Matter of Claim for Account Due from R. O. Dail, 8919 Southeast Foster Road, Portland, Oregon
$51.87

Dear Sir:

As we advised you on February 28th, we filed a claim with the Oregon State Highway Commission against the above and with the United States Fidelity and Guaranty Company for payment of $51.87 due us on State Highway Commission jobs 3011 and 3012.

You acknowledged the filing of our claim March 6, 1950.

We now have word from Mr. A. W. Murray, Superintendent of the United States Fidelity and Guaranty Company at Seattle advising that he has no record of the filing of our claim, even though we have a return card receipt of a registered letter addressed to his Portland office and signed by the United States Fidelity & Guaranty Company per L. Lewis.

While we realize this claim is small, we do not like to let the Bonding Company side-step this.

We would appreciate very much advice from you as to what action we should now take in order to enforce this claim.

Yours very truly,

CHAIN BELT COMPANY

H. F. Bergis
District Manager

HFB/pt

NOTED ON CARD
8-15-50 gl

RECEIVED
AUG 17 1950
FOR FILING

8-8301

Fill

August 16, 1950

Glens Falls Indemnity Company
Surety Bond Department
Hilton Tower
San Francisco, California

Gentlemen:

A letter addressed to the Secretary of State from the Chain Belt Company has been referred to this office. Chain Belt Company's letter states that their claim in the amount of $51.87 against L. O. Bell in connection with his operations on Contracts 2011 and 2012 has not been paid. This claim was originally received in this office on February 14 and again from the Secretary of State on March 9, 1950; and immediately following both dates the Glens Falls Indemnity Company was notified.

This information is furnished as the Glens Falls Indemnity Company furnished the bonds furnished in connection with State Highway Contracts 2011 and 2012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQ:mk

cc -- Mr. John H. Cain
2012 Ross Building
Portland 4, Oregon

Roy F. Evans Company
Spalding Building
Portland 4, Oregon

Mr. L. O. Bell
5919 S. E. Foster Road
Portland 4, Oregon

NOTED ON CARD
8-16-50 J-R

RECEIVED
APR 12 1950
FOR FILING

E-8301

3011

April 11, 1950

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of April 7 to which was attached three copies of a claim filed with your office by J. E. Haseltine and Company.

This claim, in the amount of $58.83, has been filed against R. O. Dail for materials furnished him in connection with his operations on our Contract 3011 on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and bears your file No. 3214.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mk

NOTED ON CARD
4-11-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 7, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by J. E. Haseltine & Co. for 100 lbs of 3/16 Stoody 21 Coated welding rod in the sum of $58.83, against the bond taken from R. O. Dail, principal and Glens Falls Indemnity Company, surety, for the work furnished on contract number 3011 on the Brush Creek-Hunter Creek section of the Oregon Coast Highway in Curry County, our file number 3214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
APR 11 1950
STATE

NOTED ON CARD
4-11-50

RECEIVED
APR 12 1950
FOR FILING

8-8301
3011

Mrs Lewis

April 11, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by J. E. Hamilton and Company, Southwest Second Avenue and 4th Street, Portland 4, against R. O. Dail in the amount of $78.83. This claim is for a hundred pounds of welding rod furnished to Mr. R. O. Dail in connection with his operations on our Contract No. 3011 for rock protection on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This information is provided us the Glens Falls Indemnity Company appears as surety on the bond executed in connection with our Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.
cc

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Ray F. Owens Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dail
8919 S. E. Foster Road
Portland 4, Oregon

NOTED ON CARD
4-11-50 mjf

COPY

Sporting Goods Tires Mechanics Tools

Phone AT. 7511

TOOLS
PIPE J. E. HASELTINE & CO.
STEEL

Distributors

HEAVY HARDWARE
WELDING EQUIPMENT
VALVES AND FITTINGS

MILL AND SHOP SUPPLIES
ELECTRICAL SUPPLIES
MECHANICAL RUBBER GOODS

S. W. 2nd Ave. and Ash St. Portland 4, Oregon

April 6, 1950

To: Secretary of State

Earl T. Newbry

Notice hereby is given that the undersigned J. E. Haseltine & Company has a claim for 100 lbs. of 3/16 Stoody 21 coated welding rod in the sum of $58.83 against the bond taken from R. O. Dail and Glens Falls Indemnity Company, for the work furnished on contract Number 3011 on the Brush Creek-Hunter Creek section of the Oregon Coast Highway in Curry County.

J. E. HASELTINE & CO.

HAROLD H. CAKE
Secretary

ENDORSED:
File Number 3214
Filed April 7, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 11 1950
FOR FILING

8-8301

3011

April 9, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed by Anderson Machinery against the Hanrahan Construction Company and R. G. Dahl for rental of a pump in the amount of $142.66. This claim is in connection with our Contracts 3011 and 3012 for road production work on the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears on surety on the bonds furnished in connection with our Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Enclosed
Attach.

cc - Mr. John H. Cobb
1012 Yeon Building
Portland 4, Oregon

Ray F. Grenz Company
Spalding Building
Portland 4, Oregon

Mr. R. G. Dahl
6719 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
4-7-50 gl

RECEIVED
APR 11 1950
FOR FILING

3012

8-8301
3011

April 7, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of April 6 to which was attached three copies of a claim filed with your office by Anderson Machinery against Sheraline Construction Company and R. G. Ball in connection with rock production work on the Oregon Coast Highway in Curry County, our contract Nos. 3011 and 3012.

This claim is in the amount of $542.40 and bears your file No. 3213.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAG:ed

4-7-50 SR

RECEIVED
APR 11 1950
FOR FILING

8-8301
3c 11

April 4, 1950

Glenn Public Indemnity Company
Bonding Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a rental invoice submitted by Lakeside Machinery, 404 Eastmoreland Building, Portland 2, in the amount of $562.60. In their letter to us accompanying the invoice they state that this pump was furnished in connection with A. G. Dahl's operations on our Contracts 3011 and 3012.

This information is furnished as the Glenn Public Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.
Attach.

cc - Mr. John H. Cohn
3012 Yeon Building
Portland 4, Oregon

Roy F. Green Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dahl
8719 S. E. Foster Road
Portland 4, Oregon

AN ERSEN MACHINERY

404 N. W. Broadway — BRoadway 5521

PORTLAND 9, OREGON

RENTALS—SALES—SERVICE

CUSTOMER'S ORDER NO. Grote

INVOICE DATE 11-30-49

INVOICE NO. 18021

R. O. Dail Operation on
Shoreline Const. Cont.
8919 S. E. Foster Road
Portland, Oregon

SHIPPED TO

TERMS: NET, 30 DAYS

F. O. B. PORTLAND, OREGON

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Rental:		
	3 x 3 DMK Pump, Driven by XAHU Waukesha w/clutch #729436		
	$110.00 per month 6-1-49 to 10-28-49 4 28/30 mo. @ 110.00		$542.60

Pump ordered by Roy Grote & delivered via our truck to R. O. Dail Whse. at 8919 S. E. Foster. Taken to job by R. O. Dail truck.

Pump picked up by our truck 3-28-50 from Grote at Salem, Oregon State Hiway Cont. #3012.

RECEIVED
APR 11 1950
FOR FILING

8301

3011

April 4, 1950

Anderson Machinery
404 N. W. Broadway
Portland 9, Oregon

Attention: Mr. R. G. Anderson

Gentlemen:

We have your letter of April 3rd to which was attached copies of your claim against Shoreline Construction Company and R. G. Dail for use of a pump in the amount of $542.60. This is in connection with rock production on our Contract 3011 on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and on our Contract 3012 on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County. These contracts were originally let to Shoreline Construction Company. This company, however, became defunct and the Glens Falls Indemnity Company who furnished the bond in connection with the contracts took over the jobs. Mr. John M. Cobe of 1012 Yeon Building, Portland 4, has been handling their interests in these contracts. It is our understanding that Mr. R. G. Dail completed the jobs for the surety.

Your claim as presented will be recorded in our office and we will advise the surety and the contractor of its receipt.

If you wish to protect your claim longer than six months following completion and acceptance of the contracts it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Laws which outlines the necessary procedure. No special form is used for this filing.

For your information we can advise that Contract No. 3011 was completed on October 20, 1949, and accepted by the Commission on December 19, 1949. Contract 3012 was completed July 20 and accepted by the Commission on December 19, 1949.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

April 3, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaiser, Secretary

Re: R. G. Dail operation of Shoreline Construction Company Contracts 3011 and 3012.

Dear Sir;

Attached are rental invoices for rental of pump used on above contracts. Request for payment has been made to both Shoreline and R. G. Dail Companies. Payment has not been received and we have been advised it will be necessary to file on the bond.

If this letter is not sufficient notice of claim on above referenced jobs please supply us with such forms as may be required to properly effect such claim.

Very truly yours,

ANDERSEN MACHINERY

R. G. Andersen
President

RGA:rbg

April 3, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaiser, Secretary

Re: R. G. Dail operation of Shoreline Construction Company Contracts 3011 and 3012.

Dear Sir:

Attached are rental invoices for rental of pump used on above contracts. Request for payment has been made to both Shoreline and R. G. Dail Companies. Payment has not been received and we have been advised it will be necessary to file on the bond.

If this letter is not sufficient notice of claim on above referenced jobs please supply us with such forms as may be required to properly effect such claim.

Very truly yours,

ANDERSEN MACHINERY

R. G. Andersen
President

RGA:rmbg

RECEIVED
APR 4 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 4 - 1950
FOR FILING

8-8301

3011

3011

March 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 29 to s which was attached three copies of a claim filed with your office by Leroy E. Grote in the amount of $339.96.

This claim is filed against the surety on the bond executed in connection with our Contract No. 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This claim bears your file No. 3210.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 3/30

NOTED ON CARD
3-31-50 gc

3011

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Mardh 29, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Peco, Pacific Excavating Company and filed as of this date a notice of claim by Leroy E. Grote, for labor and expenses, in the sum of $339.96, against the bond taken from Glens Falls Indemnity Company by the Shoreline Construction Company and the United States Fidelity and Guarantee Company, for work performed by R. O. Dail on the Brush-Creek-Hunter Creek state highway contract number 3011, our file number 3210.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 30 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON LOG

3-30-50 gc

March 31, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $339.96 received by us from the Secretary of State. This claim has been filed by Leroy Grote for labor and expenses furnished in connection with our Contract No. 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Figmd 3/30
Attach.

cc - Mr. John H. Cobb
1012 Yeon Building
Portland, Oregon

Ray F. Owens Company
Spaling Building
Portland 4, Oregon

NOTED ON CARD
3-31-50 gl

COPY

Route 8, Box 691
Salem, Oregon
March 25, 1950

Earl T. Newbry, Secretary of State
State Capitol Building
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Leroy E. Grote of Salem, Oregon, has a claim for labor and expenses in the amount of :

$ 89.96	Gasoline & Oil Furnished
250.00	Labor
Total $ 339.96	

against the bond taken from the Glens Falls Indemnity Company by the Shoreline Construction Company and the United States Fidelity and Guarantee Company for work performed by R. O. Dail, of 8919 S. E. Foster Road, Portland, Oregon, under state contract - Brush Creek - Hunter Creek State Highway Contract Number 3011.

Very truly yours,

LEROY E. GROTE

Leroy E. Grote

LG:D

ENDORSED:
File Number 3210
Filed March 29, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 4 - 1950
FOR FILING

8-8301

3011

File 3011

March 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of March 29 to which was attached three copies of a claim filed with your office by Penn Inc. and signed by Leroy E. Grote. This claim, in the amount of $986.30, is against the surety on our Contract No. 3011 for rock protection on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This claim bears your filed No. 3211.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

PAQuad 3/30

NOTED ON CARD
3-31-50, gf

3011

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 29, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by PETCO INC., for equipment hire and expense in the amount of $988.30, against the bond taken from The Glens Falls Indemnity Company by the Shoreline Construction Company and the United States Fidelity and Guarantee Company by R. O. Dail, for work performed on the Brush Creek - Hunter Creek state contract number 3011, our file number 3211.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 30 1950
OREGON
STATE HIGHWAY COMMISSION

3-30-50

COPY

Route 8, Box 691
Salem, Oregon
March 25, 1950

Earl T. Newbry, Secretary of State
State Capitol Building
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned PECO INC. of Salem, Oregon, has an unpaid claim, equipment hire and expense in the amount of $988.30 against the bond from The Glens Falls Indemnity Company by the Shoreline Construction Company and the United States Fidelity and Guarantee Company by R. O. Dail of 8919 S. E. Foster Road, Portland, Oregon, for work performed on the Brush Creek- Hunter Creek State Contract number 3011.

Yours truly,

PECO INC.
By
LEROY E. GROTE
Manager

LEG:D

ENDORSED:
File Number 3211
Filed March 29, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 27 1950
FOR FILING

8-8301
3011

3011 Miscellaneous
File-3

March 22, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have your letter of March 17 to which was attached [illegible] copies of a claim filed with your office in the amount of $795.73 by Western Fence and Wire Works against the Sioux Falls Laundry Company for screen cloth sections furnished in connection with our Contract No. 3011, your file No. 1206.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

NOTED ON CARD
3-22-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 17, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Western Fence & Wire Works, for Screen Cloth Sections, in the sum of $798.93, against the bond taken from Glens Fall Indemnity Company, for the work of rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, on Contract Number 3011, our file number 3206.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

NOTED ON CARD
3-20-50 gf

RECEIVED
MAR 27 1950
FOR FILING

8-8301

3011

March 22, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by Western Pacific and Wire Works in the amount of $796.95. This claim is for canvas cloth sections furnished in connection with the operations on our Contract No. 3011 on the Brush Creek-Timber Creek Section of the Oregon Coast Highway in Curry County. You will note that the claim as filed does not specify to whom the material was actually furnished, although it might be inferred that it was supplied to the Shoreline Construction Company or to Mr. E. O. Dahl.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

cc - Mr. John M. Cohn
1012 Yeon Building
Portland 4, Oregon

Ray P. Cowan Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
3-22-50 gl

COPY

WESTERN FENCE & WIRE WORKS
Manufacturers

Wire and Iron Work
Fence Erectors

Flint
Sand
and
Gravel Screens

Spiral Wire Conveyors
Belting

Trade Mark Reg. U. S. Patented March 23rd, 1937 No. 2074665

1315 Southeast Ninth Ave., Corner of Main
Phone EMpire 1176

Portland 14, Oregon

March 16, 1950

All Agreements Are Contingent Upon Strikes, Fires, Accidents, Delays of Carriers and Other Delays Unavoidable or Beyond Our Reasonable Control Quotations Subject To Change Without Notice.

To the State of Oregon, State Highway Commission, Salem, Oregon:

"Notice hereby is given that the undersigned, Western Fence & Wire Works, has a claim for Screen Cloth Sections used upon this job in separating the aggregates, which are tailor-made for each individual job, and have no salvage value, in the sum of seven hundred ninety-eight and ninety-three/100ths dollars (798.93) against the bond taken from Glens Fall Indemnity Company for the work of rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, on Contract 3011.

WESTERN FENCE & WIRE WORKS

S. B. PALMER

S. B. PALMER MANAGER"

SHP:gh

ENDORSED:
File Number 1206
Filed: March 17, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 27 1950
FOR FILING

8-8301

3011

March 22, 1950

J. E. Haseltine & Co.
Southwest Second Avenue and Ash Street
Portland 4, Oregon

Gentlemen:

This is to acknowledge your letter of March 16 in which you state that Mr. R. O. Dail owes you $56.83 in connection with his crushing operations on our Contract No. 3011 on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

Glens Falls Indemnity Company furnished the bond for this contract and Mr. John M. Coles, [illegible] Building, is acting as their agent. This job was completed on October 20 and accepted by the Commission on December 19, 1949.

Your claim will be recorded and we will advise the contractor and the surety of its receipt. If you wish to protect your claim for a period longer than six months after the job has been completed and accepted by the Commission, it is suggested that your claim be filed with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Laws outling the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Encl.

NOTED ON CARD
3-22-50, ml

TIRES MECHANICS TOOLS

Phone AT. 7511

TOOLS PIPE STEEL

J·E·Haseltine & Co.

DISTRIBUTORS

HEAVY HARDWARE
WELDING EQUIPMENT
VALVES AND FITTINGS
MILL AND SHOP SUPPLIES
ELECTRICAL SUPPLIES
MECHANICAL RUBBER GOODS

S. W. 2nd Ave. and Ash St. PORTLAND 4, OREGON

March 16th, 1950

REFERRED TO Secretary

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

We have been unable to get any money out of the contract of R. O. Dail and are therefore enclosing herewith our invoice in six copies, dated October 3rd, 1949 in the amount of $60.00.

However, as payments have been received for various amounts throughout last year the balance owing us is now $58.83.

We understand that this should be charged to State Contract number 3011, Gold Beach, Oregon. It has been quite some time since we have had to rely on the Bonding Company for payment of a State job so we are not familiar with the procedure. Whatever else is necessary we will be glad to do.

Very t ruly yours,

NOTED ON CARD

J. E. HASELTINE & CO.

3-K-50

KAK:cs

Credit Manager

...RTING GOODS

MECHANICS TOOLS

...Heavy Hardware
...Welding Equipment
Pipe ... Fittings

Mill and Shop Supplies
Automotive Maintenance
Mechanical Rubber Goods

...Front & Ash Sts. Portland 4, Oregon

SOLD TO

DATE 10-3-49

TERMS: NET CASH

P O Box
City & Poster
Calif

CALESMAN

DESCRIPTION	PRICE	AMOUNT
100 LBS 3/16 STUBBY 21 COATED	60 LB	

PLEASE GIVE DATE OF GOODS RETURNED TO INSURE PROPER CREDIT
GOODS CUT TO ORDER NOT RETURNABLE

RECEIVED
MAR 27 1950
FOR FILING

8-83c 1

3c 11

March 22, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from J. E. Ronaldson and Company, Southwest Second Avenue at Ash Street, Portland 4, advising that R. C. Dail owes them $58.83 for materials furnished to him in connection with his operations on our Contract 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAGrad

cc - Mr. John H. Cobb
3012 Yeon Building
Portland 4, Oregon

Ray F. Cowan Company
Spalding Building
Portland 4, Oregon

Mr. R. C. Dail
8910 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD

3-22-50, gl

Mrs Lewis

RECEIVED
MAR 15 1950
FOR FILING

8-8301

2011

March 14, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Grover Forrest dated March 11 in which he advises as follows:

"The United States Fidelity and Guaranty Company has paid the Clyde Equipment Company the sum of $650.00 in payment of its claim against E. O. Dail in connection with contract No. 3011, and also the sum of $338.00 in payment of its claim against E. O. Dail in connection with contract No. 3012, and I have sent the United States Fidelity and Guaranty Company receipts for said sums and assignment of said claims."

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQ:ml

cc - Mr. John H. Cain
3012 Yeon Building
Portland 4, Oregon

Roy F. Green Company
Spalding Building
Portland 4, Oregon

Mr. E. O. Dail
5919 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
3-14-50

RECEIVED
MAR 15 1950
FOR FILING

8.8301
3011

March 14, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed by the State Unemployment Compensation Commission against the Shovelin Construction Company for labor performed in the amount of $690.36 in connection with Shovelin Construction Company's operations on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County, your Contract No. 3012, and the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, our Contract 3011. This claim covers a period from July 1, 1946, through December 31, 1946.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Mr. John M. Cohn
1012 Yeon Building
Portland 4, Oregon

Ray F. Carson Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
3-14-50

RECEIVED
MAR 15 1950
FOR FILING

3012 Miscellaneous

8-830L

3011

March 14, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of March 9 to which was attached three copies of a claim filed with your office by the State Unemployment Compensation Commission in the amount of $970.36 against Sherwlins Construction Company for their operations on our contracts 3011 and 3012.

This claim bears your file No. 3204.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mk

MAILED ON (DATE)
3-14-50 PAQ

RECEIVED
MAR 10 1950
FOR FILING

B-8301
3011

March 9, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $51.87 which has been filed with the Secretary of State by the Chain Belt Company, Milwaukee, Wisconsin, for equipment furnished to H. G. Bell in connection with his work covering operations on our Contract Nos. 3011 and 3012.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with our Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PHB:ml
Attach.

cc - Mr. John H. Cobb
3012 Town Building
Portland 4, Oregon

Ray F. Owens Company
Spalding Building
Portland 4, Oregon

Mr. H. G. Bell
6929 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
3-9-50 gl

Files

3011

March 9, 1950

Hon. Earl T. Newbry
Secretary of State
S a l e m

Dear Sirs

We acknowledge with thanks your letter of March 6 to which was attached three copies of a claim in the amount of $51.60 filed with your office by the Chain Belt Company of Milwaukee, Wisconsin for materials furnished to R. O. Dail in connection with his operations on our Contract Nos. 3011 and 3012.

This claim bears your file No. 3203.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ml

NOTED ON CARD
3-9-50 jgf

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 6, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Chain Belt Company, Milwaukee, Wisconsin, for equipment furnished in the sum of $5187, against the bond taken from R. O. Dail, principal and The United States Fidelity and Guaranty Company, surety, for work on Oregon State Highway Commission Jobs 3011 and 3012, our file number 3203.

We are enclosing thee copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED

3-9-50

RECEIVED
MAR 9 1950
FOR FILING

8-83011

3011

3011

Mrs Lewis

March 8, 1950

Balser Machinery Co.
2136 Southeast Eighth Avenue
Portland 14, Oregon

Attention: Mr. R. L. Balser

Gentlemen:

We acknowledge with thanks your letter of March 7 advising that the United States Fidelity and Guaranty Company has paid your claim in the amount of $2,981.58 which had been filed with us in connection with the operations of R. O. Bail on Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

RECEIVED
MAR 9 1950
FOR FILING

8-8301

3011

3011

Mrs Lewis

March 8, 1950

Balser Machinery Co.
2136 Southeast Eighth Avenue
Portland 14, Oregon

Attention: Mr. R. L. Balser

Gentlemen:

We acknowledge with thanks your letter of March 7 advising that the United States Fidelity and Guaranty Company has paid your claim in the amount of $2,981.58 which had been filed with us in connection with the operations of R. O. Ball on Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

March 6, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Baldor Machinery Company in which they advise as follows:

"Shoreline Construction Company, main contractor, and R. O. Dahl, sub-contractor, contract #3011 with reference to the claim we filed with the Secretary of State on January 19, 1950 in the amount of $2981.56.

"Please be advised that this claim has been paid in full by the United States Fidelity and Guaranty Company Seattle, Washington and we hereby withdraw it."

This apparently is the claim of which we were notified on January 23rd and concerning which we advised you on January 24.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD

cc - Mr. John M. Cohn
1012 Boom Building
Portland 4, Oregon

Ray P. Cowan Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dahl
6919 S. E. Foster Road
Portland 4, Oregon

Balzer Machinery Co.

2136 S. E. MONTH AVENUE, PORTLAND 14, OREGON • PHONE EA. 2142

• EQUIPMENT
for
INDUSTRY
CONSTRUCTION
LOGGING

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Buckets — Speedloaders
Heiser Machine Works
Portable Boilers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Rotor Loaders
Universal Engineering Corp.
Crushing Equipment

R. L. BALZER
Partner
J. M. ALLEN
Manager

March 7, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sirs:

Subject: Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor, contract #3011 with reference to the claim we filed with the Secretary of State on January 19, 1950 in the amount of $2981.58.

Please be advised that this claim has been paid in full by the United States Fidelity and Guaranty Company Seattle, Washington and we hereby withdraw it.

Respectfully yours,

BALZER MACHINERY COMPANY

R. L. Balzer
Partner

erp

cc/ A. W. Murray, Supt.
U. S. Fidelity and Guaranty Co.

RECEIVED
MAR 8 1950
FOR FILING

Files Lewis

8-8301

3011

March 3, 1950

Mr. Oscar Parmeet
Attorney at Law
605 Title and Trust Building
Portland, Oregon

Dear Mr. Parmeet:

We acknowledge with thanks your letter of March 2nd to which was attached four copies of an affidavit of claim as requested in our letter of February 28 for the furnishing to your of a certified copy of our Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAG:ml

NOTED ON CARD
3-3-50 GL

OSCAR FURUSET
ATTORNEY AT LAW
605 TITLE AND TRUST BUILDING
PORTLAND, OREGON

March 2, 1950

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. Glaisyer, Secretary

Gentlemen:

I thank you for your letter of February 28th acknowledging receipt of my letter of February 24th regarding the claim of Clyde Equipment Company against R. O. Dail, with which I also received the copy of the contract dated May 24, 1948, with the Shoreline Construction Company, contract No. 3011, on the Brush Creek-Hunter Creek section of the Oregon Coast Highway, Curry County.

I am enclosing herewith the affidavit of R. W. Wright, Treasurer of the Clyde Equipment Company, concerning the account, which I trust you will find in satisfactory order.

RECEIVED
MAR 3 1950
STATE HIGHWAY CO

Yours very truly,

Oscar Furuset

OF:S
Enclosure

P.S. I enclose herewith three additional copies of the affidavit.

SECRETARY

NOTED ON CARD
3-3-50 gl

RECEIVED
MAR 8 1950
FOR FILING

8-8301
3011

Mrs Lewis

March 3, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of an affidavit of claim by the Clyde Equipment Company against R. O. Dail for the rental of a ten-cubic yard bucket and furnishing of shovel teeth in the total amount of $838.00. This is in connection with Mr. R. O. Dail's operations on our Contract 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and is apparently the same claim of which you were notified on February 28.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Mr. John M. Cobb
1012 Iowa Building
Portland 4, Oregon

Ray F. Gowns Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dail
6919 S. E. Foster Road
Portland 4, Oregon

NOTED ON CARD
3-3-50 gf

To OREGON STATE HIGHWAY COMMISSION:

In re Contract No. 3011
Brush Creek-Hunter Creek Section
Oregon Coast Highway, Curry County

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

Affidavit of R. W. Wright, Treasurer,
Clyde Equipment Company

I, R. W. Wright, being first duly sworn, depose and say that I am Treasurer of Clyde Equipment Company, a corporation, of 1631 N. W. Thurman Street, Portland 9, Oregon, and have personal knowledge of the facts stated herein;

That R. O. Dail of 8919 S. E. Foster Road, Portland, Oregon, is indebted to Clyde Equipment Company in the sum of $838.00 for which sum Clyde Equipment Company claims a lien upon the funds in the possession of the Oregon State Highway Commission payable for the performance of Contract No. 3011, Brush Creek-Hunter Creek Section, Oregon Coast Highway, Curry County, original contractor Shoreline Construction Company, upon whose default the Glens Falls Indemnity Company, surety on said contractor's bond, took over the performance of said contract, which was completed by R. O. Dail for said surety.

That the consideration for the debt is: rental of a 2-cubic yard Sauerman bucket at $250.00 per month between the dates of on or about July 13, 1949, and October 12, 1949, amountingto $750.00, which the Clyde Equipment Company rented to R. O. Dail, together with the further sum of $88.00 for teeth for said bucket sold and delivered to R. O. Dail by Clyde Equipment Company during said period of time; and that said Sauerman bucket was used by R. O. Dail on said section of the Oregon Coast Highway in the performance and completion of said contract.

R. W. Wright

Subscribed and sworn to before me this 2nd day of March, 1950

Notary Public for Oregon
My commission expires Nov. 16, 1951

RECEIVED
MAR 1 1950
FOR FILING

Files
3011

3011

February 28, 1950

Mr. Oscar Furuset
Attorney at Law
605 Title and Trust Building
Portland, Oregon

Dear Mr. Furuset:

This is to acknowledge your letter of February 24 in which you advise that R. O. Dail owes the Clyde Equipment Company $636.00 for rental of a two-cubic yard bucket in connection with his operations on our Contract 3011. The claim as presented in your letter will be entered upon our records in this office and we will advise the surety and the contractor of its receipt.

The original contract was held by Shoreline Construction Company. Upon their default the Glens Falls Indemnity Company who appear as surety on the bond executed in connection with Contract 3011, took over the job and it is our understanding that it was completed for them by Mr. R. O. Dail. Mr. John H. Cobb, we understand, is handling the surety's affairs in connection with this contract. His address is 1012 Yeon Building, Portland 4.

For your convenience we are enclosing a certified copy of the contract and bond. As we are required by law to have an affidavit of claim when furnishing a certified copy, receipt of the affidavit at an early date will be appreciated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
2-25-50 JC

OSCAR FURUSET
ATTORNEY AT LAW
605 TITLE AND TRUST BUILDING
PORTLAND, OREGON

3011

February 24, 1950

State Highway Commission of Oregon
Salem, Oregon

Gentlemen:

R. O. Dail, who did construction work on State Highway job No. 3011, which I think was on the Gold Beach section of the Pacific Coast Highway in Curry County, owes the Clyde Equipment Company $838.00 for rental of a 2-cubic yard Sauerman bucket he used on that job. I believe he was a subcontractor under the Glens Falls Insurance Company, who wrote the performance bond for the original contractor which, I have been informed, was the Shoreline Construction Company.

Will you please advise me whether this letter is sufficient notice that the Clyde Equipment Company claims a lien upon the funds in the possession of the State Highway Commission for the payment of the work under this contract or will it be necessary to file a formal claim?

I have made a demand upon Mr. Dail by registered letter for payment of the claim, under date of February 21, 1950, which he received February 23, 1950.

I would like to be sure that I have the correct name of the original contractor and also the correct name of the bonding company because I am not sure whether it is the Glens Falls Indemnity Company or the Glens Falls Insurance Company. May I have a copy of the contract?

Yours very truly,

Oscar Furuset

OF:S

REFERRED TO
SECRETARY

2-27-50, J-F

RECEIVED
FEB 27 1950
FOR FILING

Mrs Lewis

8011

February 26, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Caesar Parusot, attorney at law, 605 Title and Trust Building, Portland, advising that Mr. R. O. Dail owns the Clyde Equipment Company $930.00 for rental of a two-cubic yard bucket used by Mr. Dail on our Contract 3011 for rock protection on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQ:ml

cc - Mr. John M. Cobo
2012 Yeon Building
Portland 4, Oregon

Ray F. Cowan Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dail
8919 S. E. Foster Road
Portland 4, Oregon

NOTES ON CARD
2-28-50, gl

RECEIVED
FEB 27 1950
FOR FILING

8-8301

3011

February 24, 1950

Rogue River Lumber Inst

Gold Beach, Oregon

Contracts
30 N
30 L

Attention: Joseph Bailey, Manager

Gentlemen:

We acknowledge with thanks your letter of February 23rd advising that your claim received in this office on December 5, 1949 has been paid in full by Mr. R. G. Bail.

This claim, as our records show it, is in the amount of $89.53.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

YAQ:md

NOTED ON CARD
2-24-50 YR

RECEIVED
FEB 27 1950
FOR FILING

8-8301
3011

February 24, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received the following letter from Rogue River Lumber Land concerning Contracts 3011 and 3012:

"Regarding your letter addressed to us last December 6 concerning above contracts, please be advised that we have received the full payment on these from the E. O. Bale Company."

This appears to be the claim filed with us on December 5th in the amount of $89.53 and of which you were advised on December 6, 1949. This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

cc - Mr. E. O. Bale
8919 S. E. Foster Road
Portland 6, Oregon

Mr. John M. Coke
Koon Building
Portland 4, Oregon

NOTED ON CARD
2-24-50 JL

RECEIVED
MAR 1 1950
FOR FILING

8-8302
3012

February 21, 1950

Chain Belt Company

Milwaukee 4, Wisconsin

Gentlemen:

This is to acknowledge your letter of February 14 in which you make claim against R. O. Dahl for $51.87 for material furnished to him in connection with his operations on our Contracts 3011 and 3012.

Both 3011 and 3012 were accepted by the Commission on December 19, 1949.

If you wish to protect your claim for a period longer than six months after completion and acceptance of the contracts it is suggested that your claim be filed with the Secretary of State. For your convenience in preparing this filing we are enclosing an excerpt from the Oregon Laws which may be helpful.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Encl.

NOTED ON CARD
2-21-50 JR

CHAIN BELT COMPANY
of Milwaukee

REX

REGISTERED MAIL

February 14, 1950

Oregon State Highway Commission
Portland, Oregon

Re: In The Matter of Claim for Account Due from R. O. Dail, 8919 Southeast Foster Road, Portland, Ore.
$51.87

Gentlemen:

The Chain Belt Company furnished material to the above individual for use on the Oregon State Highway Commission Jobs 3011 and 3012. We have been unable to collect all of the money due us from Mr. Dail; there being a balance on his account of $51.87.

3011
3012

In accordance with the Oregon Statutes providing that subcontractors submit their claim in writing on the form of claim as shown on page 23580 , we are enclosing a copy of our claim in writing as required and have forwarded the original to the United States Fidelity and Guaranty Company of Portland, Oregon.

Yours very truly,

CHAIN BELT COMPANY

N. F. Voell
Credit Manager

N.F.Voell/ej
Encl.

RECEIVED
FEB 21 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
BY SECRETARY

Received and checked as to claim and the money is still due

HOLD ON FILE
2-21-50

NOTICE HEREBY IS GIVEN that the undersigned, CHAIN BELT COMPANY of Milwaukee, Wisconsin, has a claim for Eight (8) style B1-24" Rex return idlers, One (1) #BSOB32 Baldwin Rex cut steel sprocket, One (1) #56 RC rubber covered spiral return idler for 24" belt, in the sum of One Hundred Fifty-Three and Seventy-Three/One Hundredths ($153.73) Dollars, against which amount, R. O. Dail of Portland, Oregon, has made payments amounting to One Hundred One and Eighty-Six One/Hundredths ($101.86) dollars, leaving a balance due and payable of Fifty-One and Eighty-Seven/One Hundredths ($51.87) Dollars against the United States Fidelity and Guaranty Company for the work on Oregon State Highway Commission Jobs 3011 and 3012.

CHAIN BELT COMPANY

BY George M. Dyke

George M. Dyke,
Treasurer

Subscribed and Sworn to
before me this 14th day
of February 1950.

A L Beyerved

Notary Public, Milwaukee County, Wisc.
My Commission Expires: November 22, 1952

987 C. B. CO.

COPY—

For

CHAIN BELT COMPANY
MILWAUKEE, WIS., U.S.A.
Cable Address BELTCHAIN

REGISTERED MAIL

February 14, 1950

United States Fidelity &
Guaranty Company
Portland, Oregon

Re: In The Matter of Claim for Account
Due from R. O. Dail, 8919 South-
east Foster Road, Portland, Ore.
$51.87

Gentlemen:

It is our understanding that Mr. R. O. Dail was bonded with your company covering work performed by him for the Oregon State Highway Commission.

We have been unsuccessful in collecting a balance due of $51.87 from the above individual. We are, therefore, filing our claim with your company for $51.87. This account represents the balance due on materials furnished to Mr. Dail by the Chain Belt Company.

In accordance with the Oregon Statutes, Paragraph 8870, under Public Improvements - Bonds, we are presenting our claim for the $51.87 due us on Mr. Dail's account for Jobs 3011 and 3013 for the Oregon State Highway Commission.

It would be greatly appreciated if you would send us an acknowledgment of this claim, and if there is any additional information required, we would be pleased to cooperate with your company.

Yours very truly,

CHAIN BELT COMPANY

N.F. Voell

Credit Manager

N.F.Voell/ej
Encl.
cc. Oregon State Highway Commission
Portland, Oregon

RECEIVED
FEB 2 - 1950
FOR FILING

8-8301

301

February 21, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received received a letter from the Chain Belt Company, Milwaukee 1, Wisconsin, advising that Mr. R. O. Dail owes them $51.87 for material furnished him in connection with Mr. Dail's operations on our Contracts 3011 and 3012.

This information is furnished so the Glens Falls Indemnity Company records may be made complete in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ed

cc - Mr. John H. Gibb
2012 Yeon Building
Portland 4, Oregon

Mr. R. O. Dail
6720 S. E. Foster Road
Portland 6, Oregon

NOTED ON C.O.
2-24-50, gl

ST EMENT

CHAIN BELT COMPANY

of Milwaukee

REX

R. O. Dail
8919 Southeast Foster Road
Portland, Oregon

FORM 999-S 10M 10-48 S

DATE	CODE	REFERENCE	CHARGES	CREDITS	BALANCE
1949				BALANCE FORWARD	
Apr 14		545323	36.96		
Apr 25	C	545482	40.25		
May 26	S	545893	47.88		
Jun 10	C	545962	26.63		158.72
Oct 27		56		76.86	
1950					
Jan 17		74		25.00	51.87

THIS IS A CERTIFIED AND TRUE COPY.

N T Dowell

THE ABOVE DOES NOT TAKE INTO CONSIDERATION ANY REMITTANCES RECEIVED AFTER STATEMENT DATE

RECEIVED
MAR 1 1950
FOR FILING

8-8301

30 11

February 21, 1950

Chain Belt Company,

Milwaukie 4, Wisconsin.

Gentlemen:

This is to acknowledge your letter of February 14 in which you make claim against R. O. Dail for $51.87 for material furnished to him in connection with his operations on our Contracts 3011 and 3012.

Both 3011 and 3012 were accepted by the Commission December 10, 1949.

If you wish to protect your claim for a period longer than six months after completion and acceptance of the contracts it is suggested that your claim be filed with the Secretary of State. For your convenience in preparing this filing we are enclosing an excerpt from the Oregon Laws which may be helpful.

Very Truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

RECEIVED
FEB 7 1950
FOR FILING

8-8301

3011

February 3, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received an itemized claim in the amount of $796.93 for wire screen cloth sections furnished to R. O. Dail in connection with his work on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, our Contract No. 3011. This claim has been filed by the Western Fence and Wire Works of 1315 Southeast Ninth Avenue, Portland 14, and appears to be the same claim of which we advised you on January 11, 1950. They state that this claim, as of February 2nd, is still unpaid.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Mr. R. O. Dail
8219 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
2-3-50

February 3, 1950

Western Fence & Wire Works
1315 Southeast Ninth Avenue
Portland 14, Oregon

Attention Mr. A. H. Palmer

Gentlemen:

This is to acknowledge your letter of February 2nd to which were attached itemized statements of your claim against R. O. Dail on our Contract 3011 in the amount of $798.93. This, apparently, is the same claim of which we were advised on January 11. We will advise the surety and the contractor of the receipt of this claim. For your information this contract was completed on October 20, 1949 and accepted by the Commission on December 19, 1949.

In the event that you wish to protect your claim for a period longer than six months after the job is completed and accepted it is suggested that the claim be filed with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PEQ:md
Enc.

NOTED ON CARD
2-3-50

WESTERN FENCE & WIRE WORKS

[MANUFACTURERS]

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented March 23rd, 1937 No. 2074665

1315 SOUTHEAST NINTH AVE., Corner of Main
Phone Eldgbo 1178
PORTLAND 14, OREGON

Feb. 2, 1950

Gentlemen:
usual letter

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR REASONABLE CONTROL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Oregon State Highway Commission
Salem, Oregon

Attention of H. B. Geasey, Secretary

Gentlemen:

We wish to advise that we have an unpaid claim in the amount of $798.93, for wire screen cloth sections, which has gone into Contract No. 3011 for rock production on the Brush-Creek-Hunter Creek section of the Oregon Coast Highway in Curry County. This claim is against R. O. Dail, Contractor, who completed this job for the Glens Fall Indemnity Company, who bonded this contract.

For your information, these screen cloth sections are machine parts, and are used up on the job in separating the aggregates. They are tailor-made for each individual job, therefor, they have no salvage value.

See copies of invoices attached.

Very truly yours,

WESTERN FENCE & WIRE WORKS

S. H. PALMER MANAGER.

SHP:gh

Encs.

NOTED ON CARD
2-3-50 gk

WESTERN FENCE & WIRE WORKS

[MANUFACTURERS]

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. ⁂ Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory—Phone EMpire 1176
PORTLAND 14, OREGON

OCT. 14, 1949

Sold to:

R. O. Dail
8919 S. E. Foster Rd.,
C I T Y

Ship to:

Same Gold Beach, Oregon

Our Order No. 11373
Your Reqn. No.
Date Rec'd 1-12-49
F. O. B. Portland
Via O.N.C.F.F.
Weight

1	Flint Screen 4' x 5' 1-1/4" op.	23 sq. ft.	@ 1.25	28.75
	Form Edges for 4x10 Simpl.	19½ ft.	@ .40	7.80
	with Tension Bands	1 set	@ 3.35	3.35
				39.90

C O P Y

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

WESTERN FENCE & WIRE WORKS

[MANUFACTURERS]

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory — Phone EMpire 1176
PORTLAND 14, OREGON

SEPT 26, 1949

Sold to:

R. O. Dail
8919 S. E. Foster Rd.,
C I T Y 6

Ship to:

Same Gold Beach, Oregon

Our Order No.	11209
Your Reqn. No.	Tel.
Date Rec'd	9-22-49
F. O. B.	Portland
Via	O.N.C.F.F.
Weight	

1	Flint Screen 3' x 8' 1" op. #1	28 sq. ft.	@ 1.80	50.40
	Form Edges for 3x8 Simpl.	24 ft.	@ .40	9.60
	with Tension Bands			3.35
				63.35

C O P Y

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

WESTERN FENCE & WIRE WORKS

MANUFACTURERS

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. U.S. Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory—Phone EMpire 1176
PORTLAND 14, OREGON

Sold to:

R. O. Dail
3919 S. E. Foster Rd.,
C I T Y

Ship to:

Same Gold Beach, Oregon

SEPT 20, 1949

Our Order No.	11146
Your Reqn. No.	Phone
Date Rec'd	9-15-49
F. O. B.	Portland
Via	O.N.C.F.
Weight	

1	Flint Screen	4' x 5'	15/32" op.	23 sq. ft.	@ 1.00	23.00
1	" "	4' x 5'	7/16" "	23 "	@ 1.00	23.00
1	" "	4' x 5'	23/32" "	23 "	@ 1.15	26.45
1	" "	4' x 5'	3/4" "	23 "	@ 1.15	26.45
	Form Edges for 4x10 Simpl.			78 ft.	@ .45	35.10
	with Tension Bands			4 sets	@ 3.35	13.40
						147.40

C.O P Y

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

WESTERN FENCE & WIRE WORKS

MANUFACTURERS

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory—Phone EMpire 1176
PORTLAND 14, OREGON

Sold to:

R. O. Dail
8919 S. E. Foster Rd.,
C I T Y

Ship to:

Same Gold Beach, Oregon

SEPT 13, 1949

Our Order No. 10894

Your Reqn. No.

Date Rec'd 8-31-49

F. O. B. Portland

Via O.N.C.F.F.

Weight

1	Flint Screen 3' x 8' 7/8" op. #1	28 sq. ft. @ 1.85	51.80	
	Form Edges for 3x8 Simpl.	24 ft. @ .45	10.80	
1	Flint Screen 3' x 8' 1-1/4" op. #1	28 sq. ft. @ 1.50	42.00	
	Form Edgew for 3x8 Simpl.	24 ft. @ .40	9.60	
	with Tensixon Bands	2 sets @ 3.35	6.70	
1	Flint Screen 4' x 5' 5/16" op.	23 sq. ft. @ 1.00	23.00	
1	" " 4' x 5' 13/32" "	23 " @ 1.00	23.00	
1	" " 4' x 5' 7/16" "	23 " @ 1.00	23.00	
1	" " 4' x 5' 11/16" "	23 " @ 1.10	25.30	
1	" " 4' x 5' 23/32" "	23 " @ 1.15	26.45	
	Form Edges for 4x10 Simpl.	97½ ft. @ .45	43.88	
	with Tension Bands	5 sets @ 3.35	16.75	
1	Flint Screen 4' x 50" 1/8" op.	16-2/3 sq.ft. @ 1.05	17.50	
	Flat			319.78

COPY

Credit:

1	Flint Screen 4' x 5' 13/32" op. Form Edges for 4x10 Simpl. with Tension Bands		35.13
			284.65

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

WESTERN FENCE & WIRE WORKS

MANUFACTURERS

Wire and Iron Work
Fence Erectors

SAND GRAVEL SCREENS

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory—Phone EMpire 1176
PORTLAND 14, OREGON

SEPT 6, 1949

Sold to:

R. O. Dail
8919 S. E. Foster
C I T Y

Ship to:

Same Gold Beach, Oregon

Our Order No.	11042
Your Reqn. No.	Tel.
Date Rec'd	9-1-49
F. O. B.	Portland
Via	O.N.C.F.F.
Weight	

1	Flint Screen 4' x 5'	1/8" op.	20 sq. ft. @ 1.05	Net	21.00
	Flat - Untrimmed				

COPY

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

WESTERN FENCE & WIRE WORKS

[MANUFACTURERS]

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main
Office and Factory—Phone EMpire 1176
PORTLAND 14, OREGON

AUG. 10, 1949

Sold to:

R. O. Dail
8919 S. E. Foster Rd.,
C I T Y

Ship to:

Same Gold Beach, Oregon

Our Order No.	10774
Your Reqn. No.	Phone
Date Rec'd	8-3-49
F. O. B.	Portland
Via	O.N.C.F.F.
Weight	

1	Flint Screen	3' x 8'	7/8" op.	28 sq. ft.	@ 1.20	33.60
1	" "	3' x 8'	3/4" op. #4	28 "	@ 1.15	32.20
1	" "	3' x 8'	1/2" op. #7	28 "	@ 1.10	30.80
	Form Edges for 3x8 Simpl.			72 ft.	@ .45	32.40
1	Flint Screen	4' x 5'	3/4" op. #4	23 sq. ft.	@ 1.15	26.45
1	" "	4' x 5'	11/16" "	23 "	@ 1.10	25.30
1	" "	4' x 5'	1/2" "	23 "	@ 1.00	23.00
1	" "	4' x 5'	7/16" "	23 "	@ 1.00	23.00
1	" "	4' x 5'	1/4" "	23 "	@ 1.05	24.15
1	" "	4' x 5'	5/16" "	23 "	@ 1.00	23.00
	Form Edges for 4x10 Simpl.			117 ft.	@ .45	52.65
	with Tension Bands			9 sets	@ 3.35	30.15
						356.70
	Cash Payment 9-26-49					114.07
						242.63

½ of 1% interest charged per month on overdue accounts. Material made to order not returnable. 10% handling charge on returnable material.

RECEIVED
JAN 30 1950
FOR FILING

8-8301
3011

Filed
JON

Miss Lewis

January 24, 1950

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of January 19 to which was attached three copies of a claim filed with your office by the Balser Machinery Company in the amount of $2,981.58 against Contract 3011.

This claim bears your file No. 3196 corrected from 3824 as per your letter of January 23.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FMJ:md

MAILED Oregon
1-24-50 gk

RECEIVED
JAN 30 1950
FOR FILING

I-8301
3011

File
3011
Miss Lewis

EARL T. NEWBRY
SALEM, OREGON

January 24, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 19 to which was attached three copies of a claim filed with your office by the Kaiser Machinery Company in the amount of $2,981.58 against Contract 3011.

This claim bears your file No. 3196 corrected from 3824 as per your letter of January 23.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mf

NOTED ON CARD
1-24-50 GR

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 19, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Balzer Machinery Company, for equipment rental, furnished in the sum of $2,981.58, against the bond taken from Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington, for the work of furnishing crushed materials in stockpiles on the Brush Creek-Hunter Creek section of the Oregon Coast Highway in Curry County, Contract No. 3011, our file number [redacted]3196

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

JAN 19 1950
STATE HIGHWAY COMMISSION

1-23-50; 8

RECEIVED
JAN 30 1950
FOR FILING

3011 Glens Falls

9-1301
3011

January 24, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Baldwin Machinery Company against Contract No. 3011 for rock production on Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This claim is in the amount of $2,981.58 for rental of rock crushing equipment and small supplies.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Mr. John M. Cain
2012 Yeon Building
Portland 4, Oregon

1-24-50 Ltr

COPY

BALZER MACHINERY CO.

2136 S. E. Eighth Avenue, Portland 14, Oregon Phone Ea. 2143

R. L. BALZER
Partner
J. M. ALLEN
Manager

Industry
Construction
Logging

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-McMiken Corp.
Buckets - Speedloaders
Helser Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders
Universal Engineering Corp.
Crushing Equipment

January 18, 1950

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $2981.58 against the bond taken from Shoreline Construction Company, main contractor; and H. O. Dahl, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington; for the work of furnishing crushed materials in stockpiles on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County —Contract No. 3011.

Respectfully yours,

BALZER MACHINERY COMPANY

Per:

R. L. BALZER
Partner

Subscribed and sworn to before me, this 18th day of January A. D. 1950.

O. G. SHARP
Notary Public for Oregon
(SEAL)

My Commission Expires: Aug. 24, 1951

cc/ Oregon State Highway Department.

ENDORSEMENT:
Filed: January 19, 1950
Filed Number: 3824
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 23 1950
FOR FILING

3011

Fi-3

Mrs Pennock

8-8301
3011

January 20, 1950

Baker Machinery Company
2136 Southwest Eighth Avenue
Portland 14, Oregon

Gentlemen:

This is to advise that on January 19 we received a carbon copy of a claim filed by your company with the Secretary of State against Contract 3011 in the amount of $2,961.58.

This claim will be entered in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml

NOTED ON CARD
1-20-50, gc

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

January 18, 1950

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $2981.58 against the bond taken from Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington; for the work of furnishing crushed materials in stockpiles on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County--Contract No. 3011.

Respectfully yours,

BALZER MACHINERY COMPANY

Per: _____

Subscribed and sworn to before me, this 18th day of January A. D. 1950.

_____
Notary Public for Oregon

My Commission Expires: Aug. 24-1951

cc/ Oregon State Highway Department.

RECEIVED
JAN 19 1950
STATE HIGHWAY DEPT.

1-19-50, JC

RECEIVED
JAN 23 1950
FOR FILING

8-8301

3011

January 20, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This is to advise that we have received on January 19 a carbon copy of a claim by Balser Machinery Company, the original of which was addressed to the Secretary of State. This claim states that Balser Machinery Company of Portland has a claim for rental of rock crushing equipment and small supplies in the amount of $2,981.56 against the bond taken from Shoreline Construction Company, R. O. Dail and Glens Falls Insurance Company and the United States Fidelity and Guaranty Company in connection with rock production on the Brush Creek-Hunter Creek Section of the of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
1-20-50 gl

RECEIVED
JAN 20 1950
FOR FILING

8-8301

3011

January 20, 1950

Mr. John M. Coke
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Coke:

Pursuant to your request of January 18, I list below the claims that have been filed with the State Highway Commission against Shoreline Construction Company, Contract No. 3011, for the Brush Creek-Hunter Creek Project, and so far as our records are concerned, are still unpaid.

Claimant	Description	Amount	Date Filed	Date Surety Notified
State Tax Comm.	Taxes	$ 215.32 plus int.& penalty	8/12/49	8/12/49
Rogue River Lbr. Company	Material furnished R. O. Dail	89.53	12/5/49	12/6/49
(This claim also involves Contract No. 3012)				
Western Fence & Wire Works	Material furnished	798.93	1/11/50	1/11/50
Balzer Machinery Company	Equipment rental and supplies furnished R. O. Dail	2,981.58	1/19/50	1/20/50

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:te

KERN CRANDALL

JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

January 18, 1950

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Re: State Contract No. 3011 - Brush Creek-
Hunter Creek - Shoreline Construction Co.

Dear Mr. Glaisyer:

On January 16 the Accounting Division of the State Highway Commission forwarded to us under our assignment an estimate voucher in favor of the Shoreline Construction Company in the amount of $1,389.90 covering estimate #4 which is the final on contract #3011.

As your records will indicate the contract on this job was originally awarded to the Shoreline Construction Company and the Glens Falls Indemnity Company bonded the contractor. The Oregon State Highway Commission subsequently declared the Shoreline Construction Company in default and tendered the completion of the job to the Glens Falls Indemnity Company, the surety.

We subsequently sub-contracted the job to R. O. Dail who gave us a bond in the full amount of the contract, Dail's bonding company being the United States Fidelity and Guaranty Company. The original contractor, Shoreline Construction Company, actually did no work on this job.

Under your procedure you are holding the Glens Falls Indemnity Company responsible.

ANSWERED
H. B. GLAISYER

The Accounting Division of the Oregon State Highway Commission, due to the fact that this is a final payment on contract #3011, in accordance with its practice, enclosed a certificate to be executed to the effect that all outstanding claims against this job have been paid. We are not, of course, in a position to make this certification until we receive information from the State Highway Commission that all claims filed against the job have been paid.

Jerry
can we get a list of the claims that have not been paid?

Would you, therefore, please furnish us with such information. If there are unpaid claims, it will be necessary for us to make a demand upon our sub-contractor, R. O. Dail, and his bonding company, the United States Fidelity and Guaranty Company.

Thank you for your cooperation.

Yours very truly

John M. Coke

jmc cs

RECEIVED
JAN 19 1950

RECEIVED
JAN 19 1950
FOR FILING

8-8301

3011

January 18, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3011, for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, has been completed by the contractor, Shoreline Construction Co., assigned to Glens Falls Indemnity Co., and that final payment in the amount of $1,389.90 will be made after satisfactory evidence has been furnished this office that all claims have been paid.

Our records show a claim filed against this job by the State Tax Commission amounting to $215.32, plus penalty and interest, a claim by Rogue River Lumber Co. in the amount of $89.53 in connection with this job and contract No. 3012, and a recent one by the Western Fence & Wire Works amounting to $796.93, all of which you have been previously notified.

For your information we wish to advise that the total contract amount is $46,329.93, and that no force account work was performed on the project. This contract was completed October 20 and accepted by the Commission December 19, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: John H. Cohn, Atty.
1012 Yeon Bldg.
Portland 4, Oregon

Received U.S. Mail
1-18-50

RECEIVED
FOR FILING

8-8301
3011

January 11, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Western Fence and Wire Works, 1315 Southeast Ninth Avenue, Portland 14, advising that they have an account against R. O. Dail in the amount of $798.93 for wire materials furnished on Mr. Dail's rock production job at Gold Beach during the year 1949.

It may be that this claim is in connection with our Contract 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, which we understand is being completed by Mr. Dail.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Mr. R. O. Dail
8919 S. E. Foster Road
Portland 6, Oregon

1-11-50 QR

RECEIVED
JAN 12 1950
FOR FILING

Files Miscellaneous

8-8301

3011

January 11, 1950

Western Fence & Wire Works
1315 Southeast Ninth Avenue
Portland 14, Oregon

Gentlemen:

We have your letter of January 10 advising that R. O. Dail owes you $798.93 for wire screens furnished in connection with a rock production job at Gold Beach.

We believe the job to which you refer is our Contract 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This job was originally let to the Shoreline Construction Company but has been taken over by the Glens Fall Indemnity Company who provided the bond in the contract. Their interest in this job is being handled by Mr. John M. Coke, 1012 Yeon Building, Portland, Oregon, and it is our understanding that Mr. R. O. Dail was employed by the surety to complete the job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-11-50 pg

WESTERN FENCE & WIRE WORKS

(MANUFACTURERS)

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented March 23rd, 1937 No. 2074665

1315 SOUTHEAST NINTH AVE., Corner of Main
Phone EMpire 1176
PORTLAND 14, OREGON

Jan. 10, 1950

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR REASONABLE CONTROL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Oregon State Highway Dept.,
Salem, Oregon

Gentlemen:

Please send us the Contract No. and the name of the Bonding Company on R. O. Dail, Contractor, on rock production job at Gold Beach, Oregon, during the year 1949.

We have an account against the job in the amount of $798.93 for Wire Screens furnished, which is still unpaid.

Very truly yours,

WESTERN FENCE & WIRE WORKS

S. H. PALMER MANAGER.

SHP:gh

REFERRED TO
SECRETARY

RECEIVED
JAN 11 1950
OREGON
STATE HIGHWAY COMMISSION

1-11-50

RECEIVED
JAN 11 1950
FOR FILING
8-8301
3011

January 9, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mill Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission, at its meeting on December 13, 1949, had under discussion the request of H. O. Ball for an extension of time of 333 days, from November 30, 1948 to October 30, 1949, within which to complete your contract No. 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HHO:gl

cc: Ray F. Crumm Co., Adjusters
Spalding Bldg.
Portland 4, Oregon

K. D. Lytle,
Division Engineer

H. O. Smith

MAILED ON CARD
1-9-50 gl

RECEIVED
JAN 12 1950
FOR FILING

8-8301

3011

January 6, 1950

Industrial Steel and Supply Company
Post Office Box 824
North Bend, Oregon

Attention: Elaine Bingman

Gentlemen:

We thank your for your letter of January 5 advising that your claim against R. O. Dail, Contract 3011, has been settled in full by Mr. Dail.

This information will be noted on our records and we will also advise the surety and the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

NOTED ON CARD
1-6-50 gl

INDUSTRIAL STEEL & SUPPLY CO.

DISTRIBUTORS OF STEEL AND INDUSTRIAL MATERIALS
TO
SAWMILLS, LOGGING CAMPS, CONTRACTORS AND MACHINE SHOPS

P. O. BOX 834
NORTH BEND, OREGON

CALL ISSCO FIRST

PHONE 3331
NIGHT PHONES: 3553
3155

January 5, 1950

Oregon State Hiway Commission
Salem, Oregon

Attn: Mr. H.B. Glaisyer

Gentlemen:

This is to advise you that our claim against R.O. Dail, Contract 3011, has been settled in full by Mr. Dail.

Yours truly,

INDUSTRIAL STEEL & SUPPLY CO.

Elaine Dingman

Elaine Dingman

REFERRED TO
BY SECRETARY

Please cancel letter

1-6-50, gl

RECEIVED
JAN 12 1950
FOR FILING

E-8301

3-11

January 6, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the Industrial Steel and Supply Company advising that their claim against R. G. Dail, Contract 3011, has been settled in full by Mr. Dail. This appears to be the claim filed in our office on November 30 in the amount of $637.95 and concerning which we wrote to you on December 7.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - John M. Cohn
1012 Yeon Building
Portland 4, Oregon

Ray F. Cuneo Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
L-6-5-0,9R

RECEIVED
DEC 8 1949
FOR FILING

8-8201

2011

Files

December 7, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This is to advise that we have received a letter from the Industrial Steel and Supply Company, Post Office Box 824, North Bend, Oregon, advising that they have a claim against R. O. Dail in the amount of $637.95 for purchases made during August, September and October, 1949. This claim, they state, is in connection with Contract 2011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 2011.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Mr. R. O. Dail
6919 S. E. Foster
Portland, Oregon

NOTED ON CARD
12-7-49, SR

INDUSTRIAL STEEL & SUPPLY CO.

December 7, 1949

Industrial Steel & Supply Co.
P. O. Box 824
North Bend, Oregon

Gentlemen:

We wish to thank you for your letter of December 5 in reply to our letter of December 2, advising that your claim against R. G. Dail at Gold Beach in the amount of $637.95 is in connection with Contract 3011 for work on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County.

As the identity of the contract has now been provided us, we will advise the surety and the contractor of the receipt of your claim.

In the event that you may feel it necessary to protect your claim beyond the ordinary limit of six months after the job has been completed and accepted, it is suggested that your claim be filed with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon laws outlining the necessary procedure.

As stated in our previous letter this job was completed on October 20, 1949, but to date has not been accepted by the Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
12-7-49, GR

INDUSTRIAL STEEL & SUPPLY CO.

DISTRIBUTORS OF STEEL AND INDUSTRIAL MATERIALS
TO
SAWMILLS, LOGGING CAMPS, CONTRACTORS AND MACHINE SHOPS

P. O. BOX 854
NORTH BEND, OREGON

CALL ISSCO FIRST

PHONE 3881
NIGHT PHONES: 3552 3155

December 5, 1949

Oregon State Hiway Commission
Salem, Oregon

Attn: H.B. Glaisyer

Gentlemen:

We thank you for your prompt reply of December 2nd regarding our claim against R.O. Dail at Gold Beach. We are informed that Mr. Dail was operating as a sub-contracter on the job to which you refer as "Contract 3011 - Brush Creek-Hunter Creek Section".

We are also advised that the original contractors on this job failed to make good and that the bonding company contracted with R.O. Dail Company to finish the job.

We are writing the Glens Falls Indemnity Company, c/o Mr. John M. Coke, Yeon Building, Portland advising them of our claim.

Yours truly,

INDUSTRIAL STEEL & SUPPLY CO.

W.D. Hollingsworth Mgr.
W.D. Hollingsworth

WDH:ed

RECEIVED
DEC 6 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-6-49 RL

Allen Lewis

December 2, 1949

Industrial Steel & Supply Co.
P. O. Box 824
North Bend, Oregon

Gentlemen:

This is to acknowledge your letter of November 30 to which was attached a statement in a net amount of $637.95 sent to you by R. O. Dail. Mr. Dail does not hold a contract with the State Highway Department on any job in the vicinity of Gold Beach; however, it is our understanding that he acted as a subcontractor completing Contract 3011 on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This job was completed October 28, 1949, and your claim may be in connection with this job.

We also have two other contracts in Gold Beach which were in operation during the months of August through November. One of these is our Contract 3063 with Snook Brothers for grading and paving on the Gold Beach Section in Curry County; and the other is held by Baker Paving Company, being Contract No. 3213 for grading and surfacing in Gold Beach.

The surety on Contract 3011 is the Glens Falls Indemnity Company, and Mr. John M. Coke, 1012 Yeon Building, Portland, is acting as their agent on this job. Maryland Casualty Company issued the bond on Contract 3063 and their agent is Hansen and Rowland, Inc, 611 Henry Building, Portland. The surety on Contract 3213 is United States Fidelity and Guaranty Company whose agent is Atchison Insurance Agency 209 Hub Building, Coos Bay, Oregon.

Under ordinary procedure we notify the surety and the principal contractor whenever a claim is received; however, in this instance, as the claim may pertain to any one or more of three different contracts, it will be necessary that we hold your claim in our suspense file until it can be determined to which job it applies. We would greatly appreciate any further information that you can provide which would enable us to identify your claim by contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON LAWS
12-2-49 gR

Secretary

FAQ:ml

INDUSTRIAL STEEL & SUPPLY CO.

DISTRIBUTORS OF STEEL AND INDUSTRIAL MATERIALS
TO
SAWMILLS, LOGGING CAMPS, CONTRACTORS AND MACHINE SHOPS

P. O. BOX 824
NORTH BEND, OREGON

CALL ISSCO FIRST

PHONE 2221
NIGHT PHONES: 2552 2155

November 30, 1949

Oregon State Hiway Commission
Salem, Oregon

Gentlemen:

We are enclosing statement of our account with R.O. Dail who has recently completed a rock production job near Gold Beach, Oregon.

This statement covers purchases of material for maintenance and repair delivered to the Gold Beach job and used on that job.

Will you please advise us the name of the bonding company who covered Mr. Dail on that job in order that we may advise him of this unpaid account?

Yours truly,

INDUSTRIAL STEEL & SUPPLY CO.

W.D. Hollingworth Mgr.

WDH:ed

RECEIVED
DEC 1 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

12-1-49, gk

CALL ISSCO FIRST

PHON[illegible]321
NIGHT PHONES
5552
2155

INDUSTRIAL STEEL & SUPPLY CO.

P. O. BOX 824 NORTH BEND, OREGON Nov. 13 1949

NAME R. O. Hall
6919 - S. E. Foster Road
Portland, Oregon

Interest at 8% may be charged on past due accounts

DATE 1949		INVOICE NO.	DEBIT		CREDIT		BALANCE	
Aug		Purchases	794	74				
Sept		—	684	10				
Oct	8	Pd on a/c			794	74		
	20	—			784	10		
Oct		Purchases	147	87			647	87
Nov	13	Mdse. Credit			9	92	637	95

RECEIVED
DEC 7 1949
FOR FILING

8-8301
3011

December 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated December 2nd from the Rogue River Lumber Yard of Gold Beach, Oregon, advising that Mr. R. G. Dahl owes them $89.53 for products furnished during the months of June, July, August and September, 1949. They also state that this account is in connection with Contracts 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided on the Glens Falls Indemnity Company appeal on surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQ:ml

cc - John H. Cake
1012 Ewen Building
Portland 4, Oregon

12-6-49 gl

December 6, 1949

Rogue River Lumber Land

Gold Beach, Oregon,

Attention: Joseph Bailey, Manager

Gentlemen:

This is to acknowledge your letter of December 2nd addressed to R. G. Dail in which you state that he owes your company $89.53 in connection with our Contracts 3011 and 3012.

Both of these contracts, originally awarded to Shoreline Construction Company, have been taken over for completion by the surety, Glens Falls Indemnity Company. Mr. John M. Cobe, 1012 Yeon Building, is acting on their behalf. We will notify the surety of the receipt of your claim and will also enter it upon our records.

It is our understanding that Mr. Dail completed both contracts for the surety. Contract 3011 was completed on October 20, 1949, and Contract 3012 was completed on July 28, 1949.

If you feel that it is necessary to protect your claim beyond the ordinary limit of six months after completion and acceptance by the Commission, it is suggested that it be filed with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Enc.

NOTED ON CARD

12-6-49 JR

RECEIVED
DEC 1 1949
FOR FILING

8-8301

3011

November 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter from Loggers and Contractors Machinery Company advising that all of their claims against the Shoreline Construction Company in connection with Contracts 2011, 2012 and 2015 have been satisfied.

This information is provided in connection with the release furnished this office a few days ago and also enables us to close our records on all three of the contracts held by Shoreline in regard to the claim against them by Loggers and Contractors Machinery Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mel
Attach.

cc - Mr. John M. Cohn
1612 Yeon Building
Portland 4, Oregon

NOTED ON CARD
11-29-49 gl

RECEIVED
DEC 1 1949
FOR FILING

P-8301

3011

November 29, 1949

Loggers and Contractors Machinery Company
240 Southeast Clay Street
Portland 14, Oregon

Attention: G. M. Platt

Gentlemen:

We acknowledge with thanks your letter of November 28 advising that all of the claims against the Shoreline Construction Company in connection with their contracts 3011, 3012 and 3013 have been satisfied. This information will enable us to close our records on your claims.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAGord

NOTED ON CARD
12-29-49 G

RECEIVED
NOV 29 1949
FOR FILING

8-8301
3011

November 25, 1949

Loggers and Contractors Machinery Company
340 S. E. Clay Street
Portland, Oregon

Attention: Mr. Fitzgerald

Gentlemen:

We have been advised by Mr. John H. Cobb of Grenfell and Cobb that a settlement of claims which you had against the Shoreline Construction Company has been made.

Will you kindly verify this matter in the form of a letter so that we can clear our records in connection with Shoreline Construction Company's Contract 3011, 3012 and 3018.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

WAQ:mk

NOTED ON CARD
11-25-49 C

RECEIVED
NOV 29 1949
FOR FILING

Files

8-8301

3011

November 25, 1949

Crandall & Gobe
Yeon Building
Portland 4, Oregon

Attention: Mr. John M. Gobe

Gentlemen:

We have your letter of November 22 concerning your final payment on Shoreline Construction Company's Contract 3011 and also regarding the status of a claim filed against Shoreline by Loggers and Contractors Machinery Company.

As suggested in your letter we are today writing the Loggers and Contractors Machinery Company for a letter stating that all of their claims against the Shoreline Construction Company have been satisfied. As you know there were a number of claims filed against the Shoreline Company and in a number of instances it was difficult to determine exactly to what contract they applied. For this reason the statement from the Machinery Company stating that all of their bills have been paid would clear it off our records completely.

We appreciate the research that you have made in this case and the submission of the assignment and release form.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

Audited Dir Cash
11-25-49

KERN CRANDALL

JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

November 22, 1949

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Shoreline Construction Company
Brush Creek-Hunter Creek Job
State Contract No. 3011

Dear Mr. Glaisyer:

Reference is made to your letter of November 15, 1949, addressed to the Glens Falls Indemnity Company, Pacific Coast Department, Mills Tower, San Francisco, California, a copy of which was sent to the writer.

You state that it is the intention of the State Highway Commission to make a semi-final payment on the above job in the sum of $9,188.79, which payment you state you intend to make on or after November 25, 1949. You also state in the letter that there is a claim filed against this job by Loggers & Contractors Machinery Co. in the amount of $21,715.17. We believe this to be an error and that the claim of the Loggers & Contractors Machinery Co. was filed against the Hunter Creek-California State Line Job, your Contract No. 3012. The Loggers & Contractors Machinery Co. had nothing to do with the Brush Creek-Hunter Creek Job, your Contract No. 3011.

I have, today, checked with Mr. Fitzgerald of the Loggers & Contractors Machinery Co. and he has verified this. At any rate on June 24, 1949, we made a settlement of all claims which the Loggers & Contractors Machinery Co. had against any of the Shoreline Jobs. Unfortunately, we have only one original of the signed releases executed by the Loggers & Contractors Machinery Co. We have made a copy of the release on the Hunter Creek-California State Line Job, Contract No. 3012, which we are enclosing herewith. If you so desire, we could furnish you a

photostatic copy or, perhaps, we could get the Loggers & Contractors Machinery Co. to execute further releases for your file. You could, of course, request a letter direct from the Loggers & Contractors Machinery Co. to the effect that they have no further claim or liens against the Shoreline Construction Company jobs.

We will be glad to furnish you with any further information that you believe necessary to satisfy your office.

Very truly yours,

John M. Coke

John M. Coke

JMC:g
Enclosure

RECEIVED
NOV 25 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-25-49 GL

Assignment and Release

Fidelity and Surety Claims

Know All Men by These Presents That:

Whereas, on the 1st day of June 19 48, the Glens Falls Indemnity Company, a New York Corporation with principal offices in Glens Falls, New York, executed, as surety, a bond in the sum of Fifty-Four Thousand Seven Hundred Fifteen and no/100 ($ 54,715.00) dollars for Shoreline Construction Company as principal in favor of Oregon State Highway Commission covering Hunter Creek-California State Line, Rock Production Job, Contract No. 3012.

Whereas, the undersigned has made claim against the said Glens Falls Indemnity Company under said bond for the sum of - - -Thirteen Thousand Five Hundred and no/100- - - ($ 13,500.00) dollars and does covenant and warrant that this sum is now justly due and owing the undersigned by said principal above all credits, off-sets, payments and counter-claims of whatsoever nature or kind.

Now, therefore, in consideration of the premises and of the payment by the said Glens Falls Indemnity Company of the sum of - - -Thirteen Thousand Five Hundred and no/100- - - ($ 13,500.00) dollars as full settlement and compromise of said claim the undersigned hereby releases and forever discharges the said Glens Falls Indemnity Company, its successors, and assigns from any and all claims and demands of whatsoever nature or kind, arising out of the alleged default of said principal under said bond, at law or in equity, from the beginning of time until the day and date hereof and does hereby sell, assign, transfer and set over unto the Glens Falls Indemnity Company all rights, title and interest in and to said claim and all sums of money due and payable thereon and does give and grant to it full power and authority to demand and receive the same for its use, and upon receipt thereof, to give discharge of the same or any part thereof.

Signed and sealed this 24th day of June 19 49, at Portland, Oregon.

LOGGERS & CONTRACTORS MACHINERY CO.

A true copy.

By /s/ A. F. Sersanous (Seal)
President

Form 9854—C—9-48

IMPORTANT.

INDIVIDUAL ACKNOWLEDGMENT (to be used only when assignor is an individual)

State of .....
County of ..... } ss:

On this ..... day of ....., 19....., before me personally came .....
....., to me known to be the individual who executed the foregoing for the purpose, considerations and uses therein set forth as his free voluntary act and deed.

My commission expires ..... Notary Public in and for .....
..... County .....

CORPORATION ACKNOWLEDGMENT (to be used only when assignor is a corporation)

State of Oregon
County of Multnomah } ss:

On this 24th day of June, 19 49, before me personally came A. F. Sersanous
....., to me known, and who being by me duly sworn, did depose and say: That he is the president of Loggers & Contractors Machinery Co. the corporation which executed the foregoing instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the board of directors of the said corporation, and that he signed his name to said instrument by like order for the purpose, considerations and uses therein set forth as the free voluntary act and deed of such corporation.

/s/ John M. Coke

My commission expires 2-18-50 Notary Public in and for Oregon
County Multnomah

PARTNERSHIP ACKNOWLEDGMENT (to be used only when assignor is a firm or copartnership)

State of .....
County of ..... } ss:

On this ..... day of ....., 19....., before me personally came .....
....., to me known to be a member of the firm of .....
....., who executed the foregoing instrument, and acknowledged that he executed the same as and for the act and deed of said firm for the purposes, considerations and uses therein set forth as his free and voluntary act and deed.

My commission expires ..... Notary Public in and for .....
..... County .....

Assignment and Release

Fidelity and Surety Claims

Know All Men by These Presents That:

Whereas, on the 1st day of June 19 48, the Glens Falls Indemnity Company, a New York Corporation with principal offices in Glens Falls, New York, executed, as surety, a bond in the sum of Fifty-Four Thousand Seven Hundred Fifteen and no/100 ($ 54,715.00) dollars for Shoreline Construction Company as principal in favor of Oregon State Highway Commission covering Hunter Creek-California State Line, Rock Production Job, Contract No. 3012.

Whereas, the undersigned has made claim against the said Glens Falls Indemnity Company under said bond for the sum of - - -Thirteen Thousand Five Hundred and no/100- - - ($ 13,500.00) dollars and does covenant and warrant that this sum is now justly due and owing the undersigned by said principal above all credits, off-sets, payments and counter-claims of whatsoever nature or kind.

Now, therefore, in consideration of the premises and of the payment by the said Glens Falls Indemnity Company of the sum of - - -Thirteen Thousand Five Hundred and no/100- - - ($ 13,500.00) dollars as full settlement and compromise of said claim the undersigned hereby releases and forever discharges the said Glens Falls Indemnity Company, its successors, and assigns from any and all claims and demands of whatsoever nature or kind, arising out of the alleged default of said principal under said bond, at law or in equity, from the beginning of time until the day and date hereof and does hereby sell, assign, transfer and set over unto the Glens Falls Indemnity Company all rights, title and interest in and to said claim and all sums of money due and payable thereon and does give and grant to it full power and authority to demand and receive the same for its use, and upon receipt thereof, to give discharge of the same or any part thereof.

Signed and sealed this 24th, day of June 19 49, at Portland, Oregon.

LOGGERS & CONTRACTORS MACHINERY CO.

A true copy.

By /s/ A. F. Sersanous (Seal)
President

Form 9854—C—9-48

IMPORTANT: *Signature Must Be Properly Acknowledged On Reverse Side.*

INDIVIDUAL ACKNOWLEDGMENT (to be used only when assignor is an individual)

State of _____
County of _____ } ss:

On this _____ day of _____, 19____, before me personally came _____, to me known to be the individual who executed the foregoing for the purpose, considerations and uses therein set forth as his free voluntary act and deed.

_____

My commission expires _____ Notary Public in and for _____

_____ County _____

CORPORATION ACKNOWLEDGMENT (to be used only when assignor is a corporation)

State of Oregon
County of Multnomah } ss:

On this 24th day of June, 19 40, before me personally came A. F. Sarvanous, to me known, and who being by me duly sworn, did depose and say: That he is the president of Loggers & Contractors Machinery Co. the corporation which executed the foregoing instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the board of directors of the said corporation, and that he signed his name to said instrument by like order for the purpose, considerations and uses therein set forth as the free voluntary act and deed of such corporation.

/s/ John M. Coke

My commission expires 2-18-50 Notary Public in and for Oregon

County Multnomah

PARTNERSHIP ACKNOWLEDGMENT (to be used only when assignor is a firm or copartnership).

State of _____
County of _____ } ss:

On this _____ day of _____, 19____, before me personally came _____, to me known to be a member of the firm of _____, who executed the foregoing instrument, and acknowledged that he executed the same as and for the act and deed of said firm for the purposes, considerations and uses therein set forth as his free and voluntary act and deed.

_____

My commission expires _____ Notary Public in and for _____

_____ County _____

RECEIVED
NOV 29 1949
FOR FILING

8-8301
3011

November 25, 1949

Crandall & Gabe
Room Building
Portland 4, Oregon

Attention: Mr. John M. Gabe

Gentlemen:

We have your letter of November 22 concerning contract final payment on Shoreline Construction Company's Contract 3011 and also regarding the status of a claim filed against Shoreline by Loggers and Contractors Machinery Company.

As suggested in your letter we are today writing the Loggers and Contractors Machinery Company for a letter stating that all of their claims against the Shoreline Construction Company have been satisfied. As you know there were a number of claims filed against the Shoreline Company and in a number of instances it was difficult to determine exactly to what contract they applied. For this reason the statement from the Machinery Company stating that all of their bills have been paid would clear it off our records completely.

We appreciate the research that you have made in this case and the submission of the assignment and release form.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

NOTED ON CARD
11-29-49

RECEIVED
NOV 29 1949
FOR FILING

8-8301

3011

November 25, 1949

Crandall & Cake
Yeon Building
Portland 4, Oregon

Attention: Mr. John K. Cake

Gentlemen:

We have your letter of November 22 concerning sending final payment on Shoreline Construction Company's Contract 3011 and also regarding the status of a claim filed against Shoreline by Loggers and Contractors Machinery Company.

As suggested in your letter we are today writing the Loggers and Contractors Machinery Company for a letter stating that all of their claims against the Shoreline Construction Company have been satisfied. As you know there were a number of claims filed against the Shoreline Company and in a number of instances it was difficult to determine exactly to what contract they applied. For this reason the statement from the Machinery Company stating that all of their bills have been paid would clear it off our records completely.

We appreciate the research that you have made in this case and the submission of the assignment and release form.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
11-25-49 JR

RECEIVED
NOV 18 1949
FILING

8-8301
3011

November 14, 1949

Request for extension of time
Con 5
November 30 and 30 working

Oregon State Highway Commission

Gentlemen:

Herewith is a request from R. O. Bell for an extension of time on Contract No. 3011, Brush Creek-Hunter Creek Rock Production Project, from November 30, 1949 to October 30, 1950.

The Shoreline Construction Company, original contractor, was unable to complete this project, and it was taken over by the Bonding Company and reassigned to Mr. Bell. The Bonding Company experienced considerable difficulty in finding a contractor to complete this project, and when one was secured, there was not sufficient time to complete the project. The delay was not unduly inconvenienced by the delay in completing the contract, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

mc

cc Mr. W. C. Williams
Mr. H. C. Smith

RECEIVED
NOV 16 1949
FOR FILING

1-4301

3011

November 15, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Shoreline Construction Co., assigned to Glens Falls Indemnity Company, on contract No. 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This payment, in the amount of $9,188.79, will be made on or after November 25, 1949. The retained percentage is $1,389.90.

There is a claim filed against this project by Loggers & Contractors Machinery Co., of which you have been previously notified, in the amount of $21,715.17.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Ken Potts Insurance Agency
339 Chemeketa St.
Salem, Oregon

Roy F. Owens Co., Adjustors
Spalding Building
Portland 4, Oregon

John M. Coke, Atty.
1012 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
11-15-49 gl

Form E-1—SM—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 29, 19 49

Section Brush Creek - Hunter Creek

Highway Oregon Coast

Contractor Shoreline Const. Co.

Date of contract May 24, 19 48

Date work started July 21, 19 49

Amount of contract . . . . . $ 45,760.00

Kind of work Rock Production

Section prefix S-8301

Contract number 3011

Date of completion November 30, 19 49

Estimated date of completion ....., 19.....

Per cent of time elapsed ..... %

Estimated cost of completed project, exclusive of engineering . . . . . $ 46,295.97

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 2,854.55, 6.86 % Date project was completed October 20, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Two men worked two days on final estimate.

NOTED

23/64 Rr 4th Level

Dubell off sick Monday thru Friday on Exchange Time

Fuchs " Friday on Sick Leave

Resident Engineer

Signed Stu G. Baker

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			16,117.7 cy		
Estimated quantities moved or placed to date			16,117.7 cy		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Foggy		
Monday	Foggy		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

RECEIVED
NOV - 1 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 39671

RECEIVED
OCT 11 1949
FOR FILING

8-8301
1
3011

Mrs. Lewis

October 10, 1949

Rogue Motors

Gold Beach, Oregon

Gentlemen:

We have your letter of October 7 concerning credit extended to R. O. Bail on Contract No. 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County. This contract was originally held by Shoreline Construction Company which company is no longer in existence and the contract has been taken over for completion by the surety, Glens Falls Indemnity Company and is being handled for them by Mr. John M. Gohn, 1012 Yeon Building, Portland. The bond furnished by the surety provides for completion of the job and payment of bills for labor and material furnished in connection with the job.

If you wish to protect your claim for a period longer than six months after the job has been completed and accepted by the Commission, it is suggested that your claim be filed with the Secretary of State. For your information we are enclosing a copy of the law outlining this procedure.

Upon receipt of the statement mentioned in your letter we will notify the surety and the contractor and make a record of it in our files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Enc.

ROGUE MOTORS

Buick --- Chevrolet --- Sales and Service

Johnson Sea Horse Outboard Motors

TELEPHONE 411

GOLD BEACH, OREGON

Oct-7-1949.

Oregon State Highway Com.
Salem Oregon.

Gentlemen:

When we extend credit to a contractor such as R.O. Dail 8719 S.E. Foster Rd. Portland Oregon Job # 3011, are we protected after the job is completed, and if so how long?

We are mailing to-day a statement in the amount of 392.73 and would like to know if we are safe in extending further credit on job # 3011.

Yours Truly.
Phil R Adams

RECEIVED
OCT 10 1949
OREGON
STATE HIGHWAY COMMISSION

Send me copy of the law

RECEIVED
AUG 19 1949
FOR FILING

8-8301

3011

August 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission in the amount of $245.32 plus penalty and interest against the Shoreline Construction Company.

From the information that we were able to obtain, it appears that this claim applies to Contracts 3011, 3012 and 3013 with the Shoreline Construction Company, the bonds for which were furnished by the Glens Falls Indemnity Company. We were not able to determine the exact contract references in connection with this claim as it is our understanding that it applies to all of the company's operations since October 30, 1948, and that their claim is based on quarterly income withholding statements.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:ml
Attach.

cc - Mr. John H. Cohn
1012 Yeon Building
Portland 4, Oregon

Roy F. Conn Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 18 1949
FOR FILING

8-8301

3011

August 9, 1949

Hon. Earl T. Newbry
Secretary of State
C A P I T O L

Attention: James B. Young, Mgr.
Claims Auditing Dept.

Dear Mr. Young:

Responding to your request, I hand you herewith three certified copies of the assignment given by the Shoreline Construction Company to Glens Falls Indemnity Company, of all monies due, payable or owing, or to become due, payable or owing to the Shoreline Construction Company under and by virtue of its Contracts Nos. 3011, 3012 and 3018, with the State Highway Commission. The original of this assignment is filed in the records of the State Highway Department, particularly being filed in this Commission's copy of State Highway Contract No. 3011.

The attached three copies are for filing in your office, one for each of the contracts referred to. I trust this satisfies your requirements.

Thanking you for your courtesies, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:te
Enc.

cc - Carl Smith

RECEIVED
MAR 23 1949
FOR FILING

8-8301

F 2012

Mrs. Lewis

March 21, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached for your information is a copy of a claim received by us from the Secretary of State in the amount of $23,715.17. This claim has been filed by Loggers and Contractors Machinery Company of 240 Southeast Clay Street, Portland, against the Shoreline Construction Company for one Diamond No. 65 crushing plant furnished the contractor in connection with Brush Creek-Hunter Creek Section, our Contract No. 2012 and the Hunter Creek-California State Line Section, our Contract No. 2012. Both of these jobs are for rock production on the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed with the above contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAGimd
Attachment

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

see: Contract 2012 for add. Corresp

NOTED ON CARD
3-21-49 GE

RECEIVED
MAR 23 1949
FOR FILING

8-8301

March 21, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Loggers and Contractors Machinery Company against the Shoreline Construction Company in the amount of $21,715.17.

This claim bears your file No. 3158 and is filed for a crushing plant furnished the contractor for work on the Brush Creek-Hunter Creek and the Hunter Creek-California State Line sections of the Oregon Coast Highway in Curry County, our Contracts Nos. 3011 and 3012 respectively.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

TRO:md

NOTED ON CARD
3-21-49

See Contract 3012
for add. Corresp.

8-8301
3011

February 21, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Mr. Kenneth M. Abraham, Attorney, whose address is Scott Building, Hood River, Oregon. He states that three of his clients have claims against the Shoreline Construction Company amounting to several thousand dollars. No information is provided as to names of the clients or the job in which the claim was incurred.

This information is somewhat sketchy, but is provided as th Glens Falls Indemnity Company appears as surety in con- n with the bonds executed under Contracts 3011, 3012, with the Shoreline Construction Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Roy F. Owen Company
Spalding Building
Portland, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

February 21, 1949

Mr. Kenneth M. Abraham
Scott Building
Hood River, Oregon

Dear Sir:

We have your letter of February 18 in which you state that three of your clients have claims against the Shoreline Construction Company. Shoreline holds three contracts with the State; No. 3011 and 3012 are for rock production on the Oregon Coast Highway in Curry County. The other one, No. 3018, is for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

The surety on the bonds executed in connection with all of the above contracts is the Glens Falls Indemnity Company whose agent is the Ken Potts Insurance Agency, 339 Chemeketa Street, Salem. It is our understanding, however, that the Roy F. Owen Company, Spalding Building, Portland 4, is handling the job for the surety in connection with the Hood River job.

We would suggest that you file itemized claims with the surety; also, that itemized claims be filed with the Secretary of State. This latter filing will serve the purpose of protecting your clients' claims beyond the ordinary period of six months after the job is completed and accepted by the Commission. Attached hereto is an excerpt from the Oregon Laws outlining the procedure in this connection.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

Kenneth M. Abraham
Attorney-at-law
Scott Building
Hood River, Oregon

February 18, 1949

Subject: Shoreline Construction Co.

State Highway Commission
Salem, Oregon

Dear Sir:

I represent three clients against the Shoreline Construction Company, one of w'om is a subcontractor, and his claim is mostly for labor, and runs into several thousand of dollars.

It appears that there might possible by some difficulty in collecting the claims under this Bond, and I would appreciate it if you would forward to me the information that you have in connection with those special proceedings provided for under the Oregon Laws for an action in this connection. Mr. John N. Mohr notified me that you had forwarded to him information in regard to the same bond and on the same subject.

Very truly yours,

/s/ Kenneth M. Abraham

KMAr1h

8-8 301

50 11

February 18, 1949

Mr. John M. Coke
Attorne for Glens Falls Indemnity Company
Yeon Building
Portland 4, Oregon

Dear Sir:

In reply toyour letter of February 16, having reference to Shore Line Construction Company Contracts Nos. 3011 and 3012, you are advised that completion of the work by R. O. Dail is satisfactory with the State Highway Commission.

In your letter you ask that necessary blanks for securing approval of the Commission be furnished you. This we do not believe necessary, as payments, etc. will be made through you, and the State Highway Department will look upon you as the principal contractor.

It is requested that Mr. Dail start work immediately, and you are informed that we will recommend an extension of time on the two projects to May 30, without penalty. This should allow sufficient time for completion of the projects, and it is quite necessary that they be completed by that date, as it is essential that we have rock available for repair of our road surfaces in the early spring.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

Crndall & Coke

Portland, Ore.

February 16, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Shorline Construction Company
Contracts No. 3011 and 3012

Dear Sir:

Regarding the above two contracts in which you have declared the contractor, Shoreline Construction Company in default, you will recall that last week I talked to both yourself and Mr. Williams of the Engineering Departm-nt as to Homer Johnson's taking over the completion of these two jobs. Since that time we have now made definite arrangements with R. O. Dail to complete the jobs rather than Homer Johnson. We understand that Dail has done considerable work for the State Highway Commission and will be satisfactory to you.

It is our understanding that you have the necessary blanks in your office for securing the approval of the State Highway Commission. Would you please furnish us with these forms.

R. O. Dail has requested three copies of the contracts on the two jobs and if these are available would you please forward these to this office.

Dail is ready to start work immediately and wishes information as to completion dates which the State Highway Commission would fix.

We will be glad to furnish you with any other information which you deem necessary.

Very truly yours,

/s/ John M. Coke

John M. Coke
As Attorney For
Glens Falls Indemnity Company

RECEIVED
FEB 2 1949
FOR FILING

3011

February 1, 1949

Glenn Falls Indemnity Company
1012 Yeon Building
Portland, Oregon

Attention: John H. Cohn

Gentlemen:

It has come to our attention that Mr. Leroy Crebs of Salem is being considered by you to supervise completion of State Highway contracts number 3011 and 3012 which the Highway Commission considers are in default by the Shoreline Construction Company.

Mr. Crebs, who was formerly associated with the Shoreline Construction Company, is not presently qualified on his own behalf to handle jobs of this size, but our observations of Mr. Crebs's previous operations on State Highway projects indicates to us that he is fully qualified and capable of carrying satisfactory completion of the above mentioned contracts number 3011 and 3012.

If it is your desire to assign Mr. Crebs to this work, the State Highway Department will approve.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW/ga

RECEIVED
SEP 30 1948
FOR FILING

Files

8-8301

#3011

Salem, Oregon
September 29, 1948

Cross Referenced To:
State Lab
8-8302
#3012

Cross Referenced To:
Fed. Aid Lab
S-5101
#3018

Mr. Malcolm N. Hawke

Attention: Mr. Carl Smith

Attached for your information, records and future guidance is a certified copy of an assignment given by the Shoreline Construction Company to Glens Falls Indemnity Co. whereby Shoreline Construction Company assigns to the Glens Falls Indemnity Company all monies due, payable or owing, or to become due, payable, or owing to them by virtue of the following state highway contracts:

Contract No. 3011, Brush Creek-Hunter Creek Rock Production Project
Contract No. 3018, Reed River Junction-Odell Creek Rock Production Project
Contract No. 3012, Hunter Creek-California State Line Rock Production Project

This assignment has been approved by the Legal Department according to the attached copy of Mr. Enfield's letter to me, and it is respectfully requested that all future payments in connection with the above-mentioned jobs be made payable and mailed to the Glens Falls Indemnity Company as payee, John M. Coke, its agent and attorney, 1012 Yeon Building, Portland, Oregon.

I have retained the original of this assignment for the Highway Commission's records and files and am attached it to the first of the above-mentioned contracts, Contract No. 3011. A copy of the assignment is being attached to each of the other two contracts.

Secretary

NOTED ON CARD
2-27-49 JK

MNH:ee
Encs.

cc - Mr. G. W. Enfield, Mr. John M. Coke

8-6301
#3011

May 27, 1948

Shoreline Construction Co.
971 Edgewater St.
Salem, Oregon

Gentlemen:

We are sending you today by express copies of the contracts which were awarded to you by the State Highway Commission on May 24, 1948, as follows:

Contract No. 3011, Shoreline Construction Co., for Rock Production of the Brush Creek-Hunter Section of the Oregon Coast Highway in Curry County.

Contract No. 3012, Shoreline Construction Co., for Rock Production of the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Please execute these copies of contracts as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done fully executed copies will be returned to you for your files. We will also send copies to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12- page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw (additional-journal 5-24-48)

RECEIVED
MAY 28 1948
FOR FILING
8 8301
8 3011

May 26, 1948

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 24, 1948, awarded you the contracts for rock production on the Brush Creek-Hunter Creek and the Hunter Creek-California State Line Sections of the Oregon Coast Highway in Curry County. Said awards were based on your low bids of $41,600 and $54,715 respectively submitted on that date.

Contract forms for these two jobs will be sent to you for execution within a few days.

Yours very truly,

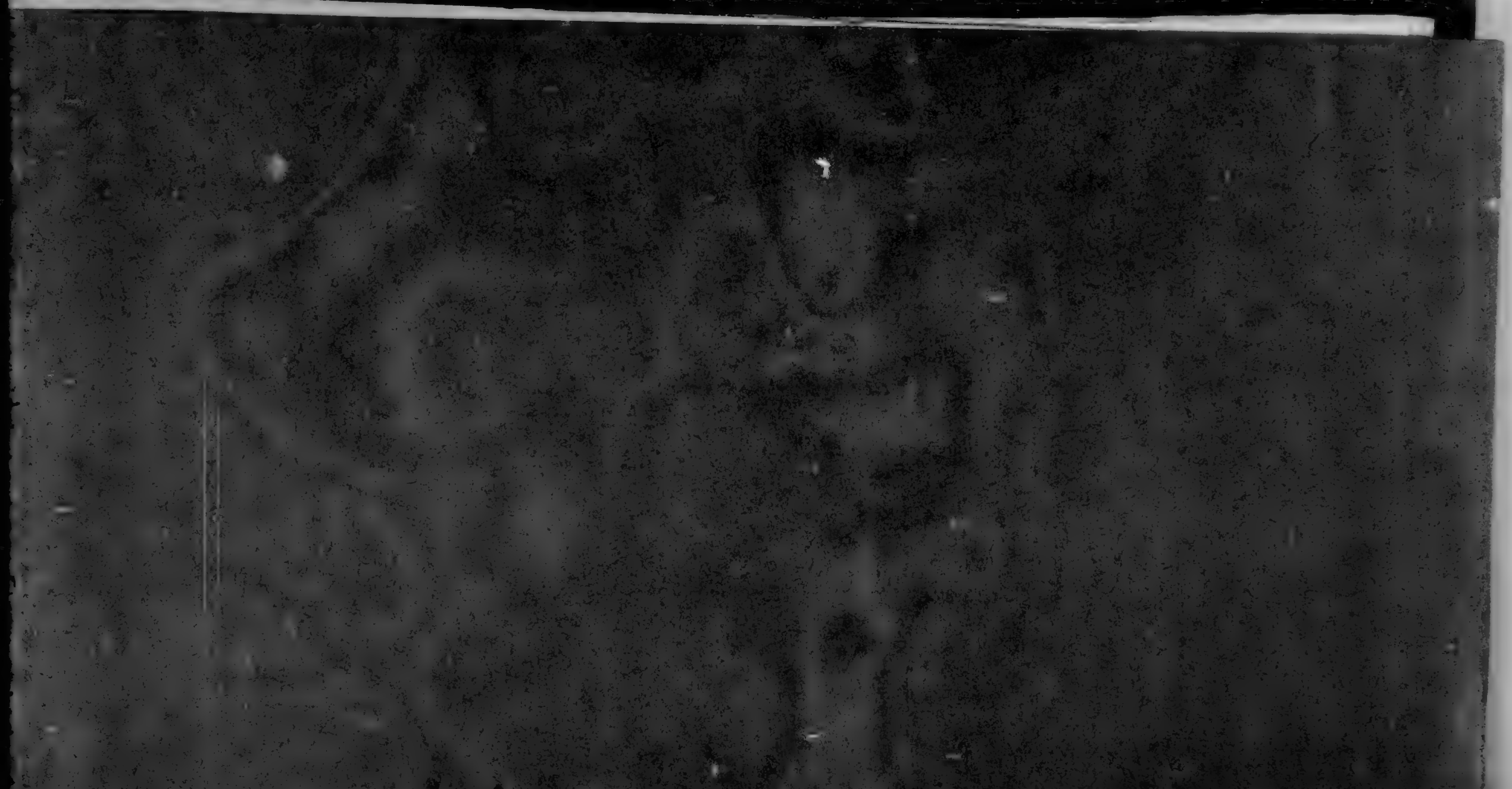
OREGON STATE HIGHWAY COMMISSION

Secretary

dw

cc - Mr. G. H. Probert

9-8302 Hunter Creek-Calif. State Line Rock
Prod. Project, Ore. Coast Hwy. 1948
#3012



RECEIVED
DEC 1952
FOR FILING

E-8302
3012

December 1, 1952

See contract # 3011 for letter from State Jan Comm dated Nov. 20-52

State Tax Commission
167 Portland State Office Building
Portland, Oregon

Attention: Mr. Roy McCullen

Gentlemen:

We have your letter of November 20, 1952, in which you inquire as to the approximate date in 1948 that the Shoreline Company ceased operations on their state contracts Nos. 3011, 3012 and 3018.

On contract No. 3011, the engineer's reports show that operations were started on this job July 23, 1949, and completed October 22 of the same year. Shoreline, however, did not perform any part of this contract.

Reports on contract No. 3012 show that setting-up operations began on June 12, 1948, and on September 25, 1948, the contractor dismantled his plant to send the plant motors to Portland and the crew to Hood River. At this time, approximately 42 percent of the contract was complete.

On contract No. 3018, the engineer's reports show that setting-up operations were in progress in the forepart of September, that crushing was done during October, and on November 5, the Engineer wrote as follows:

"Shoreline's secretary, Mr. Grete, informed me on Friday evening that their company would be unable to continue due to finances. I called the bonding company and they are making preparations to do something. I contact Mr. Grete again on Saturday and he agreed to continue until the bonding company made up their minds as to what they are going to do."

We believe that this statement by the resident engineer will probably provide the information you seek.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

FAQ:md

RECEIVED
NOV 5 1951
FOR FILING

8-8302
3012

Salem, Oregon
October 17, 1951

Mr. M. E. Hanks
Auditor

Dear Mr. Hanks:

We have now received in this office a fully executed copy of an agreement with the Glens Falls Indemnity Company through which the Commission agreed to release final estimates retained on Contracts 3011, 3012 and 3015 in respective amounts of $1,389.90, $1,792.04 and $2,752.23 totaling $5,934.17. Will you kindly mail the three checks to Mr. John M. Coke, Attorney for the Glens Falls Indemnity Company, whose address is 1012 Koen Building, Portland 4, Oregon.

Very truly yours

Floyd Query
Acting Secretary

FAQ:md

NOTED
H. B. GLASSEY

RECEIVED
OCT 1? 1951
FOR FILING

8-8302

3012

(CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION

(date)
Sep. 28, 1951

(EST. NO.)

(CONTRACTOR)

3012	8-final	Shoreline Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9016	B-24718	1,792.04	Sep. 26, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. R. Wiedlander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1948

Time Extensions: Extended to July 20, 1949 without penalty

Completion Date: July 20, 1949

Date Accepted: Dec. 19, 1949

Penalties:

Claims: Reference to Agreement between Highway Commission and the Glens Falls Indemnity Co. under date of Sep. 12, 1951.

Remarks:

Date: 10-18-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Preedy
acting Secty

Warrant Mailed: OCT 18 1951
A. R. Wiedlander

NOTED ON CARD
10-18-51 gk

FORM E-120 500M 4-50

RECEIVED
1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

8-8302

3012

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 24, 1951

COPY

Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Attached is a voucher calling for payment of the sum of $5,934.17 to the Glens Falls Indemnity Company, which represents the amounts earned and unpaid under contracts 3011, 3012, and 3018 with the Shoreline Construction Company.

The Commission has approved this and has signed the agreement with the bonding company. The bonding company will deliver to me within the next two or three days the agreement executed by the bonding company and I will deliver an executed copy to you before the check is released.

Yours very truly,

/s/ J. M. Devers
J. M. DEVERS
Chief Counsel

JMD:ea
Encl.

RECEIVED
NOV 20 1951
FOR FILING

8-8302

3012

September 17, 1951

Mr. John M. Coke
Attorney-at-Law
1012 Yeon Building
Portland, Oregon.

Dear Mr. Coke:

I enclose for your information a list of the claims filed with the State Highway Commission against contracts awarded to Shoreline Construction Construction Company, particularly Contracts Nos. 3011, 3012 and 3018.

The records of the Highway Commission do not show that any of these claims have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
Encl.

For list of itemized claims
filed against Shoreline C. Co.,
see: Contract No. 3011

Final payments on all three jobs made 10-18-51

Noted H. B. G.

RECEIVED
JUL 31 1951
FOR FILING

8-8302

3012

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 21, 1951
Salem, Oregon

SUBJECT:

To:
Mr. H. B. Glaisyer
Secretary
O F F I C E

If you will remember we have for sometime been holding as "out for signature" four estimate vouchers, one on Contract No. 2944 with the Denton Construction Company and Nos. 3011, 3012, and 3018 with the Shoreline Construction Company. All four had been handled through the assignee which is the Glens Falls Indemnity Company.

Today we received back properly signed, the original estimate vouchers on Contract Nos. 2944, 3011, and 3012 and the signed final release on 3018 which has been removed when the original was first sent back. This permitted us to send these four estimate vouchers to Mr. Taylor's section for numbering. I am attaching for your files the letter from the insurance company which accompanied the vouchers. I have made copies of the letter for myself and Mr. Taylor and it now appears that any further hold-up of the vouchers or payments will be a matter of Mr. Taylor checking with your office.

Very truly yours,

Carl F. Smith (Signed)
Carl F. Smith
Claims Supervisor.

CFS:MM

CC: D. B. Taylor

Note: Phoned Taylor 4:45 P. M. 5/21 to hold up payment on all jobs
Ph n

JOHN S. COKE AND JOHN M. COKE
ATTORNEYS AT LAW
1012-1015 YEON BUILDING
PORTLAND, OREGON
TELEPHONE ATWATER 0838

May 17, 1951

Mr. Carl F. Smith
Accounting Division
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company,
State Contracts #3011, 3012 and
3018.

Dear Mr. Smith:

You have previously forwarded to us for completion on these various state highway contracts the final vouchers, assignment forms and final release forms. We have purposely delayed execution of the same until we could properly certify that the various labor and material claims were disposed of, either by payment by ourselves or were outlawed according to the Oregon statute.

In order that payments can be made by you on the various funds retained by you upon these state contracts, we submit the following:

State Contract No. 2944, Gardiner Section, Oregon Coast Highway, Douglas County, Oregon; Denton Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of payment of Claims; Executed Estimate Vouchers, Estimates 12 and 13 Final, in the sum of $7,590.23.

State Contract No. 3011, Brush Creek-Hunter Creek Job, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 4 Final, in the sum of $1,389.90.

State Contract No. 3012, Hunter Creek-California State Line, Oregon Coast Highway; Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

State Contract No. 3018, Hood River Junction-Odell Creek; Shoreline Construction Company;--Executed Certificate of Payment of Claims. (Our records indicate that the Assignment of Claim form and the Estimated Voucher #9 Final were both previously executed by us and forwarded to you on Contract #3018. The final estimate was in the sum of $2,752.23.).

Regarding State Contract #2899, Madras Section of The Dalles-California Highway, Jefferson County, in which the contractor was the Denton Construction Company, our records indicate that the vouchers, certificate, the assignment form and the final release form have been executed by us and forwarded to you. The remaining balance held by you under this contract is in the sum of $1,731.83.

The final payments on the Denton Construction Company contracts--No. 2899, the Madras job, and No. 2944, the Gardiner job--have been withheld by the State Highway Commission because of various levies by the Collector of Internal Revenue. We have today conferred with Mr. J. M. Devers, the Chief Counsel for the Commission, and have entered into a form of agreement between the State Highway Commission and the Glens Falls Indemnity Company, which agreement will be presented to the State Highway Commission at its monthly meeting on May 24th, and if approved by the Commission, the funds withheld by you on these two Denton Construction Company contracts will be released to us.

As your records will show, the Denton Construction Company and the Shoreline Construction Company have made assignments to the undersigned, Glens Falls Indemnity Company, their respective surety, of all funds on the above mentioned state contracts. In addition, each has executed a power of attorney to the undersigned. Would you, therefore, as you have previously, make payments to the Glens Falls Indemnity Company as assignee and forward drafts c/o John M. Coke, Attorney for Glens Falls Indemnity Company, 1012 Yeon Building, Portland, Oregon.

We will be glad to assist you in any way you deem necessary in the matter.

Yours very truly,
GLENS FALLS INDEMNITY COMPANY
By

its attorney

JMC:rg

RECEIVED
MAY 31 1951
FOR FILING
8-5302
3012

COPY

JOHN S COKE AND JOHN M COKE
Attorneys at Law
1012-1015 Yeon Building
Portland, Oregon

Telephone Atwater 0838

May 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company
State Contracts #3011, 3012 and
3018.

Dear Mr. Glaisyer:

We are enclosing herewith a coph of a letter, together with enclosures, which we have today addressed to Carl F. Smith of the Accounting Division, State Highway Commission, requesting final payments on the above contracts. As stated in this letter, we have purposely delayed making the certificate of payment as to the various claims on these jobs until the various claims were either paid or were outlawd according to statute. We have, of course, in addition paid substantial amounts on claims that were not filed with your office.

On the unpaid claims of record which are few in number, we are of the opinion that these have now been outlawed under Section 98-205, as amended Oregon Laws 1945, Chapter 324, which we quote, in part, as follows:

> "Any person who has supplied labor and material under the conditions herein providid*** is hereby authorized to institute an action within two years after supplying such labor and materials in the circuit court of this State or the Federal Court of this District, and not otherwise against said contractor or sureties on his own relation".

We will be very glad to discuss our position with you and to bring such records as you deem necessary in order to satisfy you as to our position.

Copy

Due to the fact that there were numerous claims on the Denton Construction Company and Shoreline jobs, it is impossible to set forth in detail in this letter the status of these claims.

Yours very truly,

(John M. Coke, Signed)

John M. Coke

JMC;rg
cc-Mr. Devers

RECEIVED
OCT 24 1950
FOR FILING

3012

October 23, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated October 23 from the Chain Belt Company, 116 S. W. First Avenue, Portland 4, in which they advise as follows:

"We wish to advise you that our claim against R. G. Dail, Contract 3011 and 3012, amounting to $51.87 has been paid by the United States Fidelity and Guaranty Company. * **

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with State Highway Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Roy F. Owens Company
Spalding Building
Portland 4, Oregon

NOTED ON BOARD
10-23-50

RECEIVED
OCT 24 1950
FOR FILING

8-8302

3012

October 23, 1950

Chain Belt Company
116 S. W. First Avenue
Portland 4, Oregon

Attention: Mr. H. F. Borgis

Gentlemen:

We acknowledge with thanks your letter of October 19 advising us that your claim in the amount of $51.87 against R. G. Dail in connection with State Highway Contracts 3011 and 3012 has been paid by the United States Fidelity and Guaranty Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD.
10-23-50, gr

RECEIVED
OCT 31 1950
FOR FILING

8-8302
3012

Copy

CHAIN BELT COMPANY
118 S. W. First Ave.-Portland 4, Oregon

September 19, 1950

United states Fidelity & Guaranty Company
306 Central Bldg.,
Seattle 4, Washington.

Attention: Mr. A. W. Murray

Re: In the matter of Claim account due from R. O. Dail, 8919 East South Foster Road, Portlandm Oregon $51.87

Dear Sir:

We wrote you on August 10th and again on August 23rd asking that you please advise us regarding the status of this claim.

We woudl very much appreciate hearing from you advising us just where we stand in this matter now.

Yours very truly

CHAIN BELT COMPANY

HF Bergis
District Manager

HFB/pt

Copy to: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

RECEIVED
OCT 31 1950
FOR FILING

CHAIN BELT COMPANY
118 S. W. First Ave.-Portland 4, Oregon

Copy

September 19, 1950

Glen Falls Indemnity Company
American Bank Building
Portland 5, Oregon

Gentlemen:

Re: In the matter of claim for account Due from R. O. Dail, 8919 South East Foster Road, Portland, Oregon.
$51.87

February 14th, we filed a claim with the Oregon State Highway Commission for $51.87 due from R. O Dail for material furnished on Contracts 3011 and 3012.

We are advised by the Oregon State Highway Commission that you were notified on February 14th and again on March 9th regarding the receipt of this claim.

We were also advised that you had carried the bond for the original contractor which was the Shoreline Construction Company and that the bond for R. O. Dail was carried by the United States Fidelity & Guaranty Company.

At the same time we filed our claim with the State, we also filed a copy with The United States Fidelity & Guaranty Company.

We have tried to collect this item from the United States Fidelity & Guaranty Company. However, the Secretary of the Highway Commission advises us that inasmuch as you bonded the original contractor, this is still your responsibility.

Will you please, therefore, either contact the United States Fidelity & Guaranty Company and have them advise us when we may expect payment of this claim or advise us whether or not you will pay it direct. This is now very old and we are anxious to get it cleaned up.

Yours very truly,

CHAIN BELT COMPANY

H. F. Bergis
District Manager

HFB/pt

RECEIVED
AUG 17 1950
FOR FILING
8-8302
3012

3012

August 16, 1950

Chain Belt Company
115 S. W. First Avenue
Portland 4, Oregon

Gentlemen:

Your letter of August 9, directed to the Secretary of State concerning your claim against R. G. Dail in the amount of $51.87, has been referred to this office. This claim was first received in our offices on February 14 and again from the Secretary of State on March 9, 1950. In both instances the Glens Falls Indemnity Company was advised concerning receipt of the claim.

We note in the copy of the claim filed with the Secretary of State that the United States Fidelity and Guaranty Company is mentioned as the surety on Contracts 3011 and 3012. These two contracts were originally let to the Shoreline Construction Company, which company went broke before the jobs were completed. The Glens Falls Indemnity Company, who furnished the bonds to the Shoreline Construction Company, took over and completed the jobs through Mr. R. G. Dail. We do not know just what arrangements were made between the Glens Falls Indemnity Company and Mr. Dail; but in any event, all claims concerning these jobs would be considered as being a responsibility of the Glens Falls Indemnity Company who provided the original bonds for the Shoreline Construction Company.

We will again call to the attention of the surety the fact that your claim has not been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
8-16-50

RECEIVED
AUG 17 1950
FOR FILING

8-8302

3012

Mrs Lewis

August 16, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of August 14 with which you forwarded a letter from Chain Belt Company concerning their claim in the amount of $51.87 against R. O. Dail in connection with Mr. Dail's operations on the State Highway Contracts 3011 and 3012.

Our records show that the Glens Falls Indemnity Company who furnished performance bonds for these two contracts were notified concerning receipt of the claims on February 21 and March 9, 1950. We note that the Chain Belt Company mentions the United States Fidelity and Guaranty Company. We do not know what connection this Company has with these contracts. It may be that they are looking to the wrong surety for redress.

We will advise the Chain Belt Company concerning the proper surety for these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mm

NOTED ON CARD

8-16-50

RECEIVED
AUG 17 1950
FOR FILING

8-8302

3012

August 16, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

A letter addressed to the Secretary of State from the Chain Belt Company has been referred to this office. Chain Belt Company's letter states that their claim in the amount of $21.87 against R. O. Dull in connection with his operations on Contracts 3011 and 3012 has not been paid. This claim was originally received in this office on February 14 and again from the Secretary of State on March 9, 1950; and immediately following both dates the Glens Falls Indemnity Company was notified.

This information is furnished as the Glens Falls Indemnity Company furnished the bonds furnished in connection with State Highway Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Filed

cc - Mr. John M. Cohn
2612 Yeon Building
Portland 4, Oregon

Ray F. Crone Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dull
2719 S. E. Tacker Road
Portland 4, Oregon

[illegible] ON CARD
5-16-50 ug

RECEIVED
APR 11 1950
FOR FILING

8-9502

3012

3011

April 7, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of April 6 to which was attached three copies of a claim filed with your office by Anderson Machinery against Shereliff Construction Company and A. G. Dail in connection with rock production work on the Oregon Coast Highway in Curry County, our contract Nos. 3011 and 3012.

This claim is in the amount of $542.60 and bears your file No. 3013.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ml

NOTED ON CARD
4-7-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 6, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Andersen Machinery, for equipment rental, furnished in the sum of $542.60, against the bond taken from Shoreline Construction Company and Mr. R. O. Dail, principal's and Glens Falls Indemnity Company, surety, for the work in connection with rock production on the Oregon State Highway Commission contracts 3011 and 3012, our file number 3213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
APR 7 1950

4-7-50

RECEIVED
APR 11 1950
FOR FILING

8-8202
3012

April 7, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed by Anderson Machinery against the Hamrelius Construction Company and R. G. Dail for rental of a pump in the amount of $542.60. This claim is in connection with our Contracts 3011 and 3012 for rock production work on the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with our Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl:
Attach.

cc - Mr. John M. Cohn
3012 Yeon Building
Portland 4, Oregon

Ray F. Cowan Company
Spalding Building
Portland 4, Oregon

Mr. R. G. Dail
6329 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
4-7-50 jk

April 5, 1950

To the Secretary of the State, State of Oregon:

Notice hereby is given that the undersigned, Anderson Machinery, has a claim for engine driven pump rental in the sum of $548.60 against the bond taken from Shoreline Construction and Mr. R. O. Dail, furnished by Glens Falls Indemnity Company, for the work in connection with rock production on the Oregon State Highway Commission Contracts 3011 and 3012.

ANDERSON MACHINERY

R. G. Anderson
President.

RGA:dr

FILED
APR 7 1950
OREGON
STATE HIGHWAY COMMISSION

ENDORSED:
File Number 3213
Filed April 6, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 11 1950
FOR FILING

8-8302
3012

April 4, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a contract invoice submitted by Anderson Machinery, 404 Portsmouth Brooklyn, Portland 9, in the amount of $542.40. In their letter to us accompanying the invoice they state that this pump was furnished in connection with R. O. Dull's operations on our Contracts 3011 and 3012.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Enclosure
Attach.

cc - Mr. John H. Cohn
3022 Yeon Building
Portland 4, Oregon

Ray F. Owens Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dull
8919 S. E. Foster Road
Portland 6, Oregon

ANDERSEN MACHINERY

404 N. W. Broadway — BRoadway 5521

PORTLAND 9, OREGON

RENTALS—SALES—SERVICE

CUSTOMER'S ORDER No. Grote

INVOICE DATE 11-30-49

INVOICE No. 18001

R. O. Dail Operation on
Shoreline Const. Cont.
8919 S. E. Foster Road
Portland, Oregon

TERMS: NET. 30 DAYS

F. O. B. PORTLAND. OREGON

SHIPPED TO

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Rental:		
	3 x 3 DBM Pump, Driven by XAHU Waukesha w/clutch #729436		
	$110.00 per month 6-1-49 to 10-28-49 4 28/30 mo. @ 110.00		$542.60

Pump ordered by Roy Grote & delivered via our truck to R. O. Dail Whse. at 8919 S. E. Foster. Taken to job by R. O. Dail truck.

Pump picked up by our truck 3-28-50 from Grote at Salem, Oregon State Hiway Cont. #3012.

RECEIVED
APR 11 1950
FOR FILING

3011-12

8-8202

3012

April 4, 1950

Andersen Machinery
404 N. W. Broadway
Portland 9, Oregon

Attention: Mr. R. O. Andersen

Gentlemen:

We have your letter of April 3rd to which was attached copies of your claim against Shoreline Construction Company and R. O. Dail for use of a pump in the amount of $542.60. This is in connection with rock production on our Contract 3011 on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and on our Contract 3012 on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County. These contracts were originally let to Shoreline Construction Company. This company, however, became defunct and the Glens Falls Indemnity Company who furnished the bond in connection with the contracts took over the jobs. Mr. John M. Cobe of 1012 Koen Building, Portland 4, has been handling their interests in these contracts. It is our understanding that Mr. R. O. Dail completed the jobs for the surety.

Your claim as presented will be recorded in our office and we will advise the surety and the contractor of its receipt.

If you wish to protect your claim longer than six months following completion and acceptance of the contracts it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Laws which outlines the necessary procedure. No special form is used for this filing.

For your information we can advise that Contract No. 3011 was completed on October 20, 1949, and accepted by the Commission on December 19, 1949. Contract 3012 was completed July 20 and accepted by the Commission on December 19, 1949.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

ANDERSEN MACHINERY

Rentals - Sales - Service

CONTRACTORS' EQUIPMENT

PHONE BROADWAY 5521

404 N. W. BROADWAY
CORNER FLANDERS
PORTLAND 9, OREGON

April 3, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaiser, Secretary

Re: R. O. Dail operation of Shoreline Construction Company Contracts 3011 and 3012.

Dear Sir;

Attached are rental invoices for rental of pump used on above contracts. Request for payment has been made to both Shoreline and R. O. Dail Companies. Payment has not been received and we have been advised it will be necessary to file on the bond.

If this letter is not sufficient notice of claim on above referenced jobs please supply us with such forms as may be required to properly effect such claim.

Very truly yours,

ANDERSEN MACHINERY

R. G. Andersen
President

RGA:nbg

RECEIVED
APR 4 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 15 1950
FOR FILING

8-8302
3012

Mrs Lewis

March 14, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Conner Pavement dated March 11 in which he advises as follows:

"The United States Fidelity and Guaranty Company has paid the Clyde Equipment Company the sum of $650.00 in payment of its claim against R. O. Dell in connection with contract No. 3011, and also the sum of $375.00 in payment of its claim against R. O. Dell in connection with contract No. 3012, and I have sent the United States Fidelity and Guaranty Company receipts for said sums and assignment of said claims."

This information is provided on the Glens Falls Indemnity Company appears on surety on the bonds executed in connection with contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Mr. John H. Cohn
3012 Yeon Building
Portland 4, Oregon

Roy F. Conner Company
Spalding Building
Portland 4, Oregon

Mr. R. O. Dell
2819 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
3-14-50 SR

RECEIVED
MAR 15 1950
FOR FILING

8-8302

3012

3011

March 14, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of March 9 to which was attached three copies of a claim filed with your office by the State Unemployment Compensation Commission in the amount of $890.36 against Shoreline Construction Company for their operations on our contracts 3011 and 3012.

This claim bears your file No. 3204.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-14-50 g.f.

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 9, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by State Unemployment Compensation Commission, for labor performed, in the sum of $890.36, against the bond taken from Shoreline Construction Company, principal and Glens Falls Indemnity Company, surety, for furnishing crushed materials in stockpiles on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, State Highway Contract No. 3012, our file number 3204.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

NOTED ON CARD
3-14-50 J C

RECEIVED
MAR 15 1950
FOR FILING

3012

8-8302
3012

March 14, 1950

Mr. Oscar Furuset
605 Title and Trust Building
Portland , Oregon

Dear Mr. Furuset:

We acknowledge with thanks your letter of March 11 advising that the United States Fidelity and Guaranty Company has paid the Clyde Equipment Company the sum of $838.00 in payment of its claim against R. O. Dail in connection with Contract 3011 and also the sum of $336.00 in payment of its claim against Mr. Dail in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:ml

NOTED ON CARD
3-14-50 JC

OSCAR FURUSET
ATTORNEY AT LAW
605 TITLE AND TRUST BUILDING
PORTLAND, OREGON

March 11, 1950

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

In re contracts Nos. 3011 and 3012
R. O. Dail

Dear Mr. Glaisyer:

The United States Fidelity and Guaranty Company has paid the Clyde Equipment Company the sum of $838.00 in payment of its claim against R. O. Dail in connection with contract No. 3011, and also the sum of $338.00 in payment of its claim against R. O. Dail in connection with contract No. 3012, and I have sent the United States Fidelity and Guaranty Company receipts for said sums and assignment of said claims.

I wish to thank you for the cooperation and courtesy you extended me in this matter.

Yours very truly,

Oscar Furuset

OF:S

3-13-50, 8L

RECEIVED
MAR 15 1950
FOR FILING

8-8302

3012

March 14, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed by the State Unemployment Compensation Commission against the Shoreline Construction Company for labor performed in the amount of $990.36 in connection with Shoreline Construction Company's operations on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County, our Contract No. 3012, and the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County, our Contract 3013. This claim covers a period from July 1, 1946, through December 31, 1948.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3013 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

cc - Mr. John H. Cohn
3012 Yeon Building
Portland 4, Oregon

Roy P. Owens Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
3-14-50 ml

COPY

STATE UNEMPLOYMENT COMPENSATION COMMISSION

T. MORRIS DUNNE, Chairman
L. O. ARENS
PAUL E. GUNKE
COMMISSIONERS

Unemployment Compensation Law

Address all Communications to the Commission and

Salem, Oregon

IN REPLY REFER TO

March 8, 1950

CMJ: 42189

To Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the State Unemployment Compensation Commission has a claim in the sum of Eight Hundred Ninety and 36/100 ($890.36) Dollars, with interest on $857.78 from March 1, 1950 at the rate of one-half of one per cent per month, or fraction thereof, against Shoreline Construction Co., an Oregon corporation, and Glens Falls Indemnity Company, its surety and bondsmen.

Such claim is based on contributions and interest due the State Unemployment Compensation Commission on account of labor performed for and on behalf of the said Shoreline Construction Co. for the period of from July 1, 1948 through December 31, 1948 under Oregon State Highway Commission Contract No. 3011, for furnishing crushed materials in stockpiles on the Rush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County; and Oregon State Highway Commission Contract No. 3014, for furnishing crushed materials in stockpiles on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County, Oregon.

Dated at Salem, Oregon, this 8th day of March, 1950.

STATE UNEMPLOYMENT COMPENSATION COMM.

(SEAL)

By _____
Administrator

OREGON STATE EMPLOYMENT SERVICE
Affiliated with
United States Employment Service

FOR QUALIFIED [illegible] CALL THE OREGON STATE EMPLOYMENT SERVICE

ENDORSED:
File Number 3304
Filed March 9, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 15 1950
FOR FILING

8-8202
3012

3011 Mrs Lewis

March 14, 1950

Mr. Oscar Parcott
605 Title and Trust Building
Portland , Oregon

Dear Mr. Parcott:

We acknowledge with thanks your letter of March 11 advising that the United States Fidelity and Guaranty Company has paid the Clyde Equipment Company the sum of $836.00 in payment of the claim against L. G. Dail in connection with Contract 3011 and also the sum of $234.00 in payment of the claim against Mr. Dail in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
3-14-50 C

RECEIVED
MAR 13 1950
FOR FILING

3012

March 9, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $31.87 which has been filed with the Secretary of State by the Chain Belt Company, Milwaukee, Wisconsin, for equipment furnished to R. G. Dell in connection with his work carrying operations on our Contract Nos. 3011 and 3012.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with our Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FMGrel
Attach.

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Roy F. Cowan Company
Spalding Building
Portland 4, Oregon

Mr. R. G. Dell
6719 S. E. Foster Road
Portland 6, Oregon

NOTED ON CARD
3-9-50 FMG

FOR FILING

3012

March 9, 1939

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of March 6 to which was attached three copies of a claim in the amount of $51.87 filed with your office by the Chain Belt Company of Milwaukee, Wisconsin for materials furnished to R. O. Dail in connection with his operations on our Contract Nos. 3011 and 3012.

This claim bears your file No. 3203.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mk

NOTED ON CARD
3-9-39

TO: Secretary of State

Salem, Oregon

NOTICE HEREBY IS GIVEN that the undersigned, CHAIN BELT COMPANY of Milwaukee, Wisconsin, has a claim for Eight (8) style B1-24" Rex return idlers, One (1) #E80B32 Baldwin Rex cut steel sprocket, One (1) #55 RC rubber covered spiral return idler for 24" belt, in the sum of One Hundred Fifty-Three and Seventy-Three/One Hundredths ($153.73) Dollars, against which amount H. O. Dail of Portland, Oregon, has made payments amounting to One Hundred One and Eighty-Six/One Hundredths ($101.86) Dollars, leaving a balance due and payable of Fifty-One and Eighty-Seven/One Hundredths ($51.87) Dollars against the bond taken from H. O. Dail and the United States Fidelity and Guaranty Company for the work on Oregon State Highway Commission Jobs 3011 and 3012.

CHAIN BELT COMPANY

BY GEORGE M. DYKE
George M. Dyke
Treasurer

Subscribed and Sworn to before me
this 28th day of February 1950.

A. L. BLAZOVEC
Notary Public, Milwaukee County, Wisconsin
My Commission Expires: November 22, 1952

(SEAL)

3-9-50 gk

ENDORSED:
File Number 3203
Filed: March 6, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 9 1950
FOR FILING

3012

Files

3012

March 8, 1950

Salem Machinery Co.
2136 S. E. Eighth Avenue,
Portland 14, Oregon

Attention: Mr. R. L. Palmer

Gentlemen:

We acknowledge with thanks your letter of March 7 advising that the United States Fidelity and Guaranty Company has paid your claim against R. O. Dail in the amount of $1,490.79 incurred in connection with our Contract 3012.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

NOTED ON CARD
3-8-50

Balzer Machinery Co

2136 S. E. EIGHTH AVENUE, PORTLAND 14, OREGON • PHONE EA. 2143

EQUIPMENT
for
INDUSTRY
CONSTRUCTION
LOGGING

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Rail Joints — Specialties
Heiser Machine Works
Portable Boilers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders
Universal Engineering Corp.
Crushing Equipment

R. L. BALZER
Partner
J. M. ALLEN
Manager

March 7, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sirs:

Subject: Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor, contract #3012 with reference to the claim we filed with the Secretary of State on January 19, 1950 in the amount of $1490.79.

Please be advised that this claim has been paid in full by the United States Fidelity and Guaranty Company Seattle, Washington and we hereby withdraw it.

Respectfully yours,

BALZER MACHINERY COMPANY

R. L. Balzer
Partner

erp

cc/ A. W. Murray, Supt.
U. S. Fidelity and Guaranty Co.

FILED IN CASE
3-15-50

RECEIVED
FEB 27 1950
FOR FILING

1-1302
3012

3011 + 3012

February 24, 1950

Rogue River Lumber Yard

Gold Beach, Oregon

3011
3012

Attention: Joseph Bailey, Manager

Gentlemen:

We acknowledge with thanks your letter of February 22nd advising that your claim received in this office on December 5, 1949 has been paid in full by Mr. R. G. Bail.

This claim, as our records show it, is in the amount of $89.53.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
2-24-50 gf

PAINTS, OILS
GLASS
DOORS AND WINDOWS
WALLBOARD, CEILING PANELS
PLYWOOD
CEMENT, LIME, BRICK
WALLPAPER
PLUMBING OF ALL KINDS
BUILDERS' HARDWARE
JOHNS-MANVILLE ROOFINGS

JOSEPH BAILEY, MANAGER
POSTOFFICE BOX 348
TELEPHONE 481

ROGUE RIVER LUMBER YARD

Gold Beach, Curry County, Oregon

Located on U. S. Highway 101

February 23,1950

Oregon State Highway Commission,
Salem, Oregon.

Re:Contracts Nos. 3011 and 3012

Gentlemen:

Regarding your letter addressed to us last December 6th, concerning the above contracts.

Please be advised that we have received the full payment on these,from the R. O. Dail Company.

Very truly yours,

Joseph Bailey

Joseph Bailey,Mgr.
Rogue River Lumber Yard.

JB:

RECEIVED TC
BY SECRETARY

NOTED ON CARD
2-24-50 JC

RECEIVED
FEB 24 1950
FOR FILING

8-8-02
3012

February 21, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Filed
#3011

Gentlemen:

We have today received a letter from the Chain Belt Company, Milwaukee 4, Wisconsin, advising that Mr. R. O. Dail owes them $51.87 for material furnished him in connection with Mr. Dail's operations on our Contracts 3011 and 3012.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Mr. John M. Cole
1012 Koon Building
Portland 4, Oregon

Mr. R. O. Dail
6919 S. E. Foster Road
Portland 6, Oregon

NOTED (JA CO)
2-21-50, gk

RECEIVED
FEB 21 1950
FOR FILING

8-8302

3012

February 21, 1950

Chain Belt Company

Milwaukee 4, Wisconsin

Gentlemen:

This is to acknowledge your letter of February 14 in which you make claim against R. O. Dahl for $51.87 for material furnished to him in connection with his operations on our Contracts 3011 and 3012.

Both 3011 and 3012 were accepted by the Commission on December 19, 1949.

If you wish to protect your claim for a period longer than six months after completion and acceptance of the contracts it is suggested that your claim be filed with the Secretary of State. For your convenience in preparing this filing we are enclosing an excerpt from the Oregon Laws which may be helpful.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:ml
Encl.

2-21-50

RECEIVED
FEB 20 1950
FOR FILING
8-8302
3-12

February 17, 1950

John M. Coles
Attorney at Law
1012 Yeon Building
Portland 4, Oregon

Dear Mr. Coles:

As requested, I am enclosing for your information a copy of a letter from Ed. F. Ackley, Attorney, Brookings, Oregon, to the State Highway Commission, setting forth a claim of T. M. Gorsch against Shoreline Construction Company, arising out of State Highway Contract No. 3012, Hunter Creek-California State Line Rock Production Project on the Oregon Coast Highway.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHG:ts
Encl.

ED. F. ACKLEY
Attorney at Law
P. O. Box 625
Brookings, Oregon

November 4th, 1948

State Highway Commission,
Salem, Oregon

Gentlemen:

On September 20-21, 1948, the Shoreline Const. Co., 971 Edgewater Str. Salem, Oregon, employed T. M. Gorsch of Brookings (per signed daily time card in my possession) together with his cat tractor and the amount due and payable to Mr. Gorsch is $37.00. This has not been paid. This work was performed on a gravel pit, on the Chetco River, near Brookings, on state owned land and connected with repairs being made on Highway 101.

After performing the said work Mr. Gorsch parked his cat on the said state owned land preparatory to securing the use of a truck with which to haul the tractor away.

Due to the fact the the tractor had been used in water Mr. Gorsch removed the bottom plugs in order the the lubrication, which had become mixed with water, might drain out.

On October 11th, 1948, a crew was sent by the construction company to Brookings, together with a truck, for the purpose of removing a diesel engine, owned by the company and then located upon the said state land, to another location. In loading this diesel engine onto the truck, Mr. Gorsch's tractor was used without his consent or permission. When the Gorsch tractor was so used by the construction company the bottom plugs were not replaced. As a result the final drive cases of the tractor were severely injured.

The cost to Mr. Gorsch in repairing his tractor, injured as the result of the negligence of the construction company is $168.00 The loss of use, because of said unwarranted negligence of the construction company, amounts as of this date to $960.00.

Since this act occurred on state property I respectfully inquire if the construction company has given you a sufficient bond to protect you if action is commenced to secure damages. Also may I inquire if the state of Oregon is interested, and if so to what degree, in assisting Mr. Gorsch to collect the $37.00 due and owing to him for work performed.

Very truly yours,

/s/ Ed. F. Ackley

RECEIVED
FEB 1 1950
FOR FILING

8-8352
3012

F C S
301
Mrs Lewis

January 25, 1950

Buffington and Shaw
Attorneys at Law
Gold Beach, Oregon

Attention: Mr. Collier H. Buffington

Gentlemen:

We acknowledge with thanks your letter of January 18 advising that the claim of the Black Cat Garage against R. O. Dail on Contract No. 3012 has been settled and that there is not further claim against the principal contractor or the bond with reference to their claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
1-25-50 gk

COLLIER H. BUFFINGTON
DAVID C. SHAW
FREDERIC H. STARKWEATHER, JR.

LAW OFFICES OF
BUFFINGTON AND SHAW
GOLD BEACH, OREGON

January 18, 1950

Oregon State Highway Department
Salem, Oregon

Gentlemen: Re: Black Cat Garage vs. R. O. Dail
Contract No. 3012

The above entitled claim has been settled and therefore there is no further claim against the principal contractor or the bond with reference to this claim.

Crandall and Coke advise me that your records have not been cleared as to this claim and have requested that I advise you of the present status of the claim. That is the purpose of this letter.

Yours very truly,

Collier H. Buffington

CHB:T
Cc Crandall & Coke
Yeon Building
Portland 4, Oregon

RECEIVED
JAN 20 1950
STATE HIGHWAY COMMISSION

1-20-50, g e

RECEIVED
FEB 1 1950
FOR FILING

8-8302

3012

January 25, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated January 18 from Collier E. Buffington which reads in part as follows:

"Re: Black Cat Garage vs. R. C. Dail Contract No. 3012. The above entitled claim has been settled and therefore there is no further claim against the principal contractor on the bond with reference to this claim. * * *

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD

1-25-50, gl

RECEIVED
JAN 1- 1950
FOR FILING

Miss Lewis

3012

8-8302
3012

January 24, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 19 to which was attached three copies of a claim in the amount of $1,490.79 filed with your office by the Palmer Machinery Company against the contractor and surety on our Contract No. 3012.

This claim bears your file No. 3197 corrected from 3625 as per your letter of January 23.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

Mailed OK Cmte
1-20-50 Sec. of State's file
no corrected
JC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 19, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Balzer Machinery Company, for equipment rental, furnished in the sum of $1,490.79, against the bond taken from Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington; for the work of furnishing crushed materials in stockpiles on the Hunter Creek California State Line Section of the Oregon Coast Highway in Curry County, Contract No. 3012, our file number ~~2885~~ 3197

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
JAN 23 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1 1950
FOR FILING

Mrs Lewis

8-8302

3012

January 24, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Bolmar Machinery Company against the contractor and surety under our Contract No. 3012 for rock production on the Humbug Creek-California State Line Section of the Oregon Coast Highway in Curry County. This claim, in the amount of $1,490.79, is for rental of rock crushing equipment and small supplies furnished the contractor.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:mi
Attach.

cc - Mr. John M. Cohn
1012 Ecen Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
1-19-50 - This is for cor. machine file no only JR

COPY

BALZER MACHINERY CO.

2136 S. E. Eighth Avenue, Portland 14, Oregon Phone Ea. 2143

Equipment
for
Industry
Construction
Logging

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Buckets - Speedloaders
Helser Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders
Universal Engineering Corp.
Crushing Equipment

R. L. BALZER
Partner
J. M. Allen
Manager

January 18, 1950

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $1490.79 against the bond taken from Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington; for the work of furnishing crushed materials in stockpiles on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County—Contract No. 3012.

Respectfully yours,

BALZER MACHINERY COMPANY

Per:

R. L. BALZER
Partner

Subscribed and sworn to before me, this 18th day of January A. D. 1950.

(SEAL)

O. G. SHARP
Notary Public for Oregon

My Commission Expires: Aug. 24, 1951

cc/ Oregon State Highway Department.

ENDORSED:
File Number 3825
Filed January 19, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
JAN 23 1950
FOR FILING

8-9302

3012

January 23, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Lillebo Equipment Company in which they write as follows:

"This is to advise that our claim in the amount of $681.25 against the Shoreline Construction Company, Salem, Oregon, for materials furnished and labor performed, was paid by the Glens Falls Indemnity Company, payment being received July 1, 1949."

This appears to be the claim filed with this office in the same amount on March 2 and again on March 23 and of which you were previously notified. This claim was recorded against our Contract 3012 for rock protection work on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

cc - Mr. John M. Cain
1512 Yeon Building
Portland 4, Oregon

Ray F. Cram Company
Adjusters
Spalding Building
Portland 4, Oregon

NOTED ON CARD
1-23-50 gl

RECEIVED
JAN 23 1950
FOR FILING

8-8302

3012

January 23, 1950

Lillebo Equipment Company
Post Office Box 637
Coos Bay, Oregon

Gentlemen:

We acknowledge with thanks your letter of January 19 advising that your claim in the amount of $601.25 against Shoreline Construction Company was paid by the Glens Falls Indemnity Company on July 1, 1949.

This appears to be the claim filed with this office on March 2, 1949, in the amount stated above for materials and labor furnished in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
123-50 JR

G.M. DIESEL POWER
PARTS, SERVICE, SALES

INDUSTRIAL AND MARINE SUPPLIES
BETHLEHEM WIRE ROPE

Lille[illegible]pment

WATERFRONT HIGHWAY [illegible] BAY AND NORTH BEND

[illegible] OREGON

GENERAL MOTORS DIESEL POWER

PHONE 680

3011
3012

January 19, 1950

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

This is to advise that our claim in the amount of $601.25 against the Shoreline Construction Company, Salem, Oregon, for materials furnished and labor performed, was paid by the Glens Falls Indemnity Company, payment being received July 1, 1949.

Very truly yours,

LILLEBO EQUIPMENT COMPANY

By Dale Lillebo

DL:ll
cc: Crandall & Coke

[illegible]

[illegible]
JAN [illegible]
STATE [illegible]

1-20-50, gl

RECEIVED
JAN 23 1950
FOR FILING

8-8302

3012

Mrs Lewis

January 20, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This is to advise that on January 19 we received a carbon copy of a claim from Balmer Machinery Company, Portland, the original of which was addressed to the Secretary of State. This claim is in the amount of $1,490.79 for rental of rock crushing equipment and small supplies against Shoreline Construction Company, R. O. Dail, Glens Falls Insurance Company and the United States Fidelity and Guaranty Company for work performed in the furnishing of rock on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Mr. John M. Cobe
1012 Yeon Building
Portland 4, Oregon

NOTED ON CRD
1-20-50 gc

RECEIVED
JAN 23 1950
FOR FILING

8-8302
3012

Mrs Lewis

January 20, 1950

Palmer Machinery Company
2136 Southeast Eighth Avenue
Portland 14, Oregon

Gentlemen:

This is to advise that we have received a carbon copy of a claim addressed to the Secretary of State filed by your company against the contractor and surety on Contract No. 3012 in the amount of $1,490.79.

This claim will be entered in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
1-20-50, gl

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

January 18, 1950

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $1490.79 against the bond taken from Shoreline Construction Company, main contractor; and R. O. Dail, sub-contractor; and Glens Falls Insurance Company, Portland, Oregon; and United States Fidelity & Guaranty Company, Seattle, Washington; for the work of furnishing crushed materials in stockpiles on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County--Contract No. 3012.

Respectfully yours,

BALZER MACHINERY COMPANY

Per: _____

Subscribed and sworn to before me, this 18th day of January A. D. 1950.

_____
Notary Public for Oregon

My Commission Expires: Aug 24-1951

cc/ Oregon State Highway Department.

RECEIVED
JAN 19 1950

1-19-50, gl

RECEIVED
JAN 19 1950
FOR FILING

8-8202

3012

January 18, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3312, for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County, has been completed by the contractor, Shoreline Construction Co., assigned to Glens Falls Indemnity Co., and that final payment in the amount of $1,792.04 will be made after satisfactory evidence has been furnished this office that all claims have been paid.

Numerous claims have been filed against this job all of which you have been previously notified.

For your information we wish to advise that the total contract amount is $59,734.51, and that no force account work was performed on the project. This contract was completed on July 20 and accepted by the Commission on December 19, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: John H. Cake, Atty.
1012 Yeon Bldg.
Portland 4, Oregon

NOTED IN CMO
1-18-50 gl

RECEIVED
JAN 18 1950
FOR FILING

8-8302

3012

T.105 Jas Lewis

January 13, 1950

Crandall & Cole
Keen Building
Portland 4, Oregon

Attention: Mr. John M. Cole

Gentlemen:

We have your letter of January 12, 1950 advising that you have received the final voucher on Contract 3012 to which was attached a certificate that all claims in connection with the contract have been fully paid.

All claims against this contract have been entered on our job record as they were received. We cannot say that all of the claims listed on the attached sheet are still valid as the bonding company may have taken care of them. The list as prepared is taken from our record and shows the claims that we have received. The list as you note is brief. If you desire further information in connection with any of the claims listed we will be glad to provide such assistance as we can.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

NOTED ON BOND
1-19-50 gl

NOTED
H. B. GLAISYER

LIST OF CLAIMS
FILED WITH THE SECRETARY OF THE HIGHWAY COMMISSION
AGAINST CONTRACT 3012

November 8, 1948 - Ed F. Ackley (Mr. Gorsh)
$37.00 for services and damages
Use of tractor - $1,128
Surety notified November 8, 1948

November 14, 1948 - Charles A. Ballard
$14.00
Surety notified November 26, 1948

January 5, 1949 - Pacific Excavating Company
Rental of equipment and labor - $3,529.05
Surety notified January 5, 1949

January 17, 1949 - Leroy E. Grote
Labor and equipment, etc. - $1,458.65
Surety notified January 17, 1949

February 2, 1949 - Fred V. Forbes
Dump truck work - $199.50
Surety notified February 2, 1949

January 26, 1949 - State Industrial Accident Commission
$521.41
Surety notified February 1, 1949

March 2, 1949 - Lillebo Equipment Company
Merchandise and services - $601.25
Surety notified March 4, 1949

July 27, 1949 - Richard Buffington
Merchandise and service - $183.19

August 12, 1949 - State Tax Commission
$215.32
Surety notified August 12, 1949

December 5, 1949 - Rogue River Lumber Company against R. O. Dail
$89.53
Surety notified December 6, 1949

KERN CRANDALL

JOHN M. COKE

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

January 12, 1950

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Salem, Oregon

Re: Contract No. 3012
Hunter Creek-California
State Line job
Shoreline Construction
Company, Contractor

Dear Mr. Glaisyer:

We received from the Accounting Department of the State Highway Commission under our assignment, an estimate voucher for the sum of $1,792.04 covering estimate No. 8 which is the final on the above job. We have also received, inasmuch as this is the final, your final release form in which a certification must be made that all claims for labor, materials and supplies furnished in connection with the contract, have been fully paid.

As far as our records are concerned, all claims have been paid. However, I wish you would make a check of your records and advise me of any pending claims which may have been overlooked by us.

As your file will indicate the Shoreline Construction Company was declared in default on this job when it was substantially fifty per cent completed and the State Highway Commission made a tender to us of completion under the bond. Thereafter, we "subbed" the completion of the job to R. O. Dail who gave us a bond with the United States Fidelity and Guaranty Company. It is, therefore, possible that Dail has incurred some bills for the work which he has done in the completion, of which we would not be aware.

Your file will also show that in spite of the fact that Dail took over the completion of the job and furnished us with the full bond, your records still remain as in the first instance, namely, the bonding company being ourselves, the Glens Falls Indemnity Company.

We would greatly appreciate this information and we would like to be in a position to make the necessary certification that all bills have been paid and thereupon receive the final payment.

Yours very truly,

John M. Coke

jmc cs

RECEIVED
JAN 13 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON [illegible]
1-13-50 JGR

RECEIVED
JAN 11 1950
FOR FILING

9-8302

3012

January 9, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion the request of H. O. Dull for an extension of time of 293 days, from September 30, 1948 to July 30, 1949, within which to complete your contract No. 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily accept either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

MEO:gl

cc: Ray F. Cozens Co., Adjusters
Spalding Bldg.
Portland 4, Oregon

K. D. Lytle,
Division Engineer

H. G. Smith

NOTED ON CARD
1-9-50 gl

RECEIVED
DEC 7 1949
FOR FILING

Files Mrs Lewis

8-8302

3012

December 6, 1949

Rogue River Lumber Yard

Gold Beach, Oregon

Attention: Joseph Bailey, Manager

Gentlemen:

This is to acknowledge your letter of December 2nd addressed to R. O. Dail in which you state that he owes your company $89.53 in connection with our Contracts 3011 and 3012.

Both of these contracts, originally awarded to Shoreline Construction Company, have been taken over for completion by the surety, Glens Falls Indemnity Company. Mr. John M. Cobb, 1012 Knox Building, is acting on their behalf. We will notify the surety of the receipt of your claim and will also enter it upon our records.

It is our understanding that Mr. Dail completed both contracts for the surety. Contract 3011 was completed on October 20, 1949, and Contract 3012 was completed on July 20, 1949.

If you feel that it is necessary to protect your claim beyond the ordinary limit of six months after completion and acceptance by the Commission, it is suggested that it be filed with the Secretary of State. For your convenience in so doing we are enclosing an excerpt from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
12-6-49 gC

COPY

Gold Beach, Ore.

December 2, 1949

H. O. Dail, Gravel Contr.,
8919 S. E. Foster Rd.,
Portland, Oreg.

ure. State Hi'way Contracts #3012 & #3011

Dear Sir:

There is an amount of $89.53 open in your name for the months of June, July, August and September which, according to our terms of sale, is now overdue, and if no adjustment is necessary, we trust you will kindly favor us with a check in settlement.

Very truly yours,

Joseph Bailey, Mgr.
Rogue River Lumber Yard.

c.c. L.E. Grote
U.S. Highway Commission ✓

ROGUE RIVER LUMBER YARD

RECEIVED
DEC 5 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-5-49, gl

December 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated December 2nd from the Rogue River Lumber Yard of Gold Beach, Oregon, advising that Mr. R. O. Dail owes them $89.53 for products furnished during the months of June, July, August and September, 1949. They also state that this amount is in connection with Contracts 3011 for rock production on the Brush Creek-Humbug Creek Section of the Oregon Coast Highway in Curry County and 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

TAQ:md

cc - John H. Cain
1012 Yeon Building
Portland 4, Oregon

POSTED ON CARD

12-6-49 gl

December 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated December 2nd from the Rogue River Lumber Yard of Gold Beach, Oregon, advising that Mr. R. O. Dahl owes them $89.53 for products furnished during the months of June, July, August and September, 1949. They also state that this account is in connection with Contracts 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided on the Glens Falls Indemnity Company agreement as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - John H. Cohn
1012 Iowa Building
Portland 4, Oregon

12-6-49 Q

December 6, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter dated December 2nd from the Rogue River Lumber Yard of Gold Beach, Oregon, advising that Mr. H. O. Dahl owes them $89.53 for products furnished during the months of June, July, August and September, 1949. They also state that this amount is in connection with Contracts 3011 for rock production on the Brush Creek-Hunter Creek Section of the Oregon Coast Highway in Curry County and 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed in connection with Contracts 3011 and 3012.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mf

cc - John M. Cohn
3012 Yeon Building
Portland 4, Oregon

RECEIVED
12-6-49

RECEIVED
DEC 1 1949
FOR FILING

8-8302
3-20-22

November 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter from Leggett and Constructors Machinery Company advising that all of their claims against the Shoreline Construction Company in connection with Contracts 3011, 3012 and 3028 have been satisfied.

This information is provided in connection with the release furnished this office a few days ago and also enables us to clear our records on all three of the contracts held by Shoreline in regard to the claim against them by Leggett and Constructors Machinery Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf
Attach.

cc - Mr. John H. Cole
1112 Dekum Building
Portland 4, Oregon

NOTED ON CARD
11-29-49 gf

RECEIVED
DEC 1 1949
FOR FILING

8-8302

3012

November 29, 1949

Loggers and Contractors Machinery Company
240 Southeast Clay Street
Portland 14, Oregon

Attention: G. M. Platt

Gentlemen:

We acknowledge with thanks your letter of November 28 advising that all of the claims against the Sheridan Construction Company in connection with their contracts 2011, 3012 and 3018 have been satisfied. This information will enable us to close our records on your claims.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

POSTED ON CARD
12-29-49 SL

RECEIVED
NOV 29 1949
FOR FILING

8-8302
3012.

November 25, 1949

Loggers and Contractors Machinery Company
240 S. E. Clay Street
Portland, Oregon

Attention Mr. Fitzgerald

Gentlemen:

We have been advised by Mr. John H. Cone of Crandall and Cone that a settlement of claims which you had against the Shoreline Construction Company has been made.

Will you kindly verify this matter in the form of a letter so that we can clear our records in connection with Shoreline Construction Company's Contract 3011, 3012 and 3026.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQ:ml

NOTED ON CARD
11-23-49 R

8-8302
3011

Law Offices of
Crandall & Coke
Yeon Building
Portland 4, Oregon

November 22, 1949

COPY

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Shoreline Construction Company
Brush Creek-Hunter Creek Job
State Contract No. 3011

Dear Mr. Glaisyer:

8-8301
3011

Reference is made to your letter of November 15, 1949, addressed to the Glens Falls Indemnity Company, Pacific Coast Department, Mills Tower, San Francisco, California, a copy of which was sent to the writer.

You state that it is the intention of the State Highway Commission to make a semi-final payment on the above job in the sum of $9,188.79, which payment you state you intend to make on or after November 25, 1949. You also state in the letter that there is a claim filed against this job by Loggers & Contractors Machinery Co. in the amount of $21,715.17. We believe this to be an error and that the claim of the Loggers & Contractors Machinery Co. was filed against the Hunter Creek-California State Line Job, your Contract No. 3012. The Loggers & Contractors Machinery Co. had nothing to do with the Brush Creek-Hunter Creek Job, your Contract No. 3011.

I have, today, checked with Mr. Fitzgerald of the Loggers & Contractors Machinery Co. and he has verified this. At any rate on June 24, 1949, we made a settlement of all claims which the Loggers & Contractors Machinery Co. had against any of the Shoreline Jobs. Unfortunately, we have only one original of the signed releases executed by the Loggers & Contractors Machinery Co. We have made a copy of the release on the Hunter Creek-California State Line Job, Contract No. 3012, which we are enclosing herewith. If you so desire, we could furnish you a

For Original SEE: State Job File 8-8301
Contract #3011

photostatic copy or, perhaps, we could get the Loggers & Contractors Machinery Co. to execute further releases for your file. You could, of course, request a letter direct from the Loggers & Contractors Machinery Co. to the effect that they have no further claim or liens against the Shoreline Construction Company jobs.

We will be glad to furnish you with any further information that you believe necessary to satisfy your office.

Very truly yours,

/s/ John M. Coke

John M. Coke

JMC:g
Enclosure

RECEIVED
NOV 17 1949
FOR FILING

8-8302
3012

November 17, 1949

Union Oil Company of California
Lewis Building
Portland 4, Oregon

Attention: W. S. Morton, Credit Manager

Gentlemen:

This is to acknowledge your letter of November 9, inquiring as to the status of contracts 3011 and 3012. Contract 3011 was completed on October 20, 1949, and the semi-final estimate of that date shows $1,389.98 retained. Contract 3012 was completed on July 20, 1949, and the retained percentage is $1,792.04.

As you may already know both of these contracts were originally awarded to the Shoreline Construction Company but the projects have been taken over by the bonding company, the Glens Falls Indemnity Company, and are being handled for them by Mr. John H. Gray, 1012 Lewis Building, P Portland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml

RECEIVED
NOV 18 1940
FILING

8-8 302
3012

November 16, 1940

Request for extension of time
No. 3
November 19 and 20 working

Oregon State Highway Commission

Gentlemen:

Herewith is a request from R. O. Bell, bonding company representative for the Shoreline Construction Company, original contractor on Contract No. 3012, Number Coos-California State Line Rock Production Project, for an extension of time from September 30, 1940 to July 30, 1941.

The original contractor was unable to complete this project, and it was taken over by the bonding company, which arranged with Mr. Bell to complete the project. Delay occasioned by the negotiations between the bonding company and the contractor made the length of time heretofore within which to complete the contract.

I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. M. G. Smith

hi

RECEIVED
AUG 30 1940
FOR FILING

8-8302
3012

August 26, 1940

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Shoreline Construction Co. on Contract No. 3012, assigned to the Glens Falls Indemnity Co., covering the Hunter Creek-Gallafountain State Line Section of the Oregon Coast Highway, in Curry County. This payment, in the amount of $6,152.32, will be made on or after September 6, 1940. The retained percentage is $1,708.04.

There are claims filed against this project of which you have been previously notified.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc - Glens Falls Indemnity Co.
John H. Cohn
1019 Yeon Building
Portland 4, Oregon

Glens Falls Indemnity Co.
Ken Pobbs Insurance Agency
339 Chemeketa Street
Salem, Oregon

NOTED ON CARD
8-26-40

RECEIVED
AUG 25 1949
FOR FILING

August 24, 1949

Buffington and Shaw
Attorneys at Law
Gold Beach, Oregon

Attention: Collier H. Buffington

Dear Mr. Buffington:

Reply is made to your letter of August 18, concerning the claim of the Black Cat Garage vs. R. O. Dail, arising out of state highway construction work, which Mr. Dail is performing on the Oregon Coast Highway in Curry County, being the work which the State Highway Commission originally awarded to the Shoreline Construction Company.

The Highway Commission contract, as stated, was with the Shoreline Construction Company. In connection therewith this company furnished the surety bond written by the Glens Falls Indemnity Company to guarantee satisfactory completion of the project, and payment of claims arising out of the job. The Shoreline Construction Company defaulted, and the work was taken over by the surety, Glens Falls Indemnity Company, which company arranged with R. O. Dail to complete the work. The State Highway Commission looks to the Shoreline Construction Company and its surety, Glens Falls Indemnity Company, to satisfactorily complete the job and pay claims incurred in connection with it, whether such claims are incurred directly by the Shoreline Construction Company, subcontractors, or anyother contractor that was actually performing the work at the instance of the surety. It may be that the United States Fidelity and Guaranty Company can be held responsible for payment of these claims incurred by R. O. Dail, but that is not the concern of this Commission, as the State Highway Commission is holding the original contractor and its surety responsible for the claims arising out of this job. I trust that this answers your inquiry.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

COLLIER H. BUFFINGTON
DAVID C. SHAW
FREDERIC H. STARKWEATHER, JR.

LAW OFFICES OF
BUFFINGTON AND SHAW
GOLD BEACH, OREGON

August 18, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

I am enclosing herewith a copy of a letter I am writing at this date to attorneys for Glens Falls Indemnity Company. My letter is self-explanatory. It is in reply to a letter from these attorneys in which they state that U. S. Fidelity & Guaranty Company are sureties on the bond of R. O. Dail and that, therefore, either Dail or U. S. Fidelity & Guaranty Company should take care of the account.

I don't think that is your idea and, offhand, it is not mind. It would seem to me that Shoreline Construction Company's original bond still stands.

I shall appreciate your further comment.

Yours very truly,

BUFFINGTON AND SHAW

By Collier H. Buffington
Collier H. Buffington

CHB:db
Encl.

RECEIVED
AUG 19 1949
OREGON
STATE HIGHWAY COMMISSION

...ERED
...ASTER

C
O
P
Y

August 18, 1949

Crandall and Coke
Yeon Building
Portland 4, Oregon

Gentlemen: Re: Black Cat Garage v. R. O. Dail

I have your letter of the 17th with reference to the above entitled claim and referring to my letter of August 13 addressed to Glens Falls Indemnity Company.

I appreciate the information which you supplied by your letter. At the same time, it appears that the State Highway Commission considers that Glens Falls Indemnity Company is liable for this account against R. O. Dail. I applied to the Highway Commission in the usual fashion and sent them an affidavit stating the facts with reference to the claim, and, particularly, that the claim was against R. O. Dail. They sent me a copy of the contract showing Glens Falls Indemnity Company as surety. They made no mention of any other bond or of any contract other than the contract with Shoreline Construction Company.

Even apart from the opinion of the State Highway Commission, it would be my own opinion that Glens Falls Indemnity Company is still held on its original bond and would have to see that accounts were paid, notwithstanding the fact that Shoreline Construction Company defaulted and R. O. Dail took over.

With reference to your statement concerning your understanding that Dail is now in good financial shape, there seems to be no visible evidences locally that this is the case. He has not paid my own client's claim and so far as I know, the other local claims still remain unpaid.

I shall appreciate hearing from you further. In the meantime I am writing the State Highway Commission about this matter.

RECEIVED
AUG 19 1949
OREGON
STATE HIGHWAY COMMISSION

Yours very truly,

BUFFINGTON AND SHAW

/s/ COLLIER H. BUFFINGTON

By Collier H. Buffington

CHB:db
cc: State Highway Commission

RECEIVED
AUG 19 1949
FOR FILING

8-8302

3012

August 12, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission in the amount of $215.32 plus penalty and interest against the Sherwline Construction Company.

From the information that we were able to obtain, it appears that this claim applies to Contracts 3011, 3012 and 3018 with the Sherwline Construction Company, the bonds for which were furnished by the Glens Falls Indemnity Company. We were not able to determine the exact contract reference in connection with this claim as it is our understanding that it applies to all of the company's operations since October 30, 1947, and that their claim is based on quarterly income withholding statements.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.
Attach.

cc - Mr. John M. Cobb
1012 Yeon Building
Portland 4, Oregon

Roy P. Cann Company
Spalding Building
Portland 4, Oregon

RECEIVED
AUG 19 1949

8-12-49 S.C.

RECEIVED
AUG 2 1949
FOR FILING

8-5302

3012

July 29, 1949

John H. Cohn
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Cohn:

I have just received your letter of July 28, returning estimate voucher No. 6, in connection with the Hunter Creek-California State Line Project, Contract No. 3012, and returning estimate voucher No. 9, in connection with State Highway Contract No. 3018. The assignment in connection with each appears to be satisfactory, and we are returning them. As soon as we get the warrants from the Secretary of State, they will be forwarded to you, pursuant to your instructions.

With respect to payment of the final estimate in connection with Contract No. 3012, which is the Gold Secondary Highway Project in Hood River County, we will obtain the signatures of the State Highway Commission, and prepare this voucher so that it can be presented to the Secretary of State for the issuance of the warrant as soon as we receive from you the executed final release form, certifying that all claims arising out of this job have been paid in full. We can not submit the voucher to the Secretary of State until the conditions have been satisfied. The reminders that you have outlined to satisfy this Commission that all claims have been disposed of, is satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEC:ts

cc - H. H. Haines (2)
F. A. Quesy

KERN CRANDALL

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

JOHN M. COKE

RECEIVED
JUL 29 1949
OREGON
STATE HIGHWAY COMMISSION

July 28, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glasyier, Secretary

Re: Contract No. 3012
Hunter Creek-California State Line Project
Contract No. 3018
Hood River Junction-Odell Creek

Gentlemen:

Under date of July 21 Mr. Carl F. Smith of your accounting division forwarded to us for execution assignment blanks and estimate voucher in the sum of $12,258.10 covering Estimate No. 6 on Contract No. 3012 known as the Hunter Creek-California State Line Project.

We enclose herewith these documents which we believe are properly executed. As you know, we have a power of attorney and assignment from the Shoreline Construction Company, the original contractor, and we have executed these papers in the same manner as we handled the transaction several weeks ago in payment of Estimate No. 5. When the State Warrant is issued it should be forwarded to this office as formerly.

We also under date of July 21 received assignment blanks and a voucher certificate for execution in the sum of $2,752.23 covering Estimate No. 9 which is the final payment on contract No. 3018.

In addition, we have received a final release form in which we note a provision that it is necessary to certify that all claims have been fully paid. Although substantially all the claims have been paid there are a few remaining claims to be disposed of and therefore

ANSWERED
...ISYER

we are not in a position to make this certification. We have however executed the assignment blanks and the voucher certificate and are enclosing these herewith, on the basis that the State Warrant can be issued and held by you until such time when we can execute the final release form and make the certification therein that all the claims have been fully paid.

Undoubtedly many of the creditors who have filed claims and who have been paid by us as surety have not notified you that their claims have been satisfied. Actually our procedure in paying these claims was to take what is known as an assignment and release from each creditor so that technically we stand in the same position as a creditor and we would therefore be in a position to satisfy the claim ourselves. We have the originals of the assignment and release forms signed by each creditor, and it is our suggestion that when we have satisfied all claims of record that we present these assignment and release forms to you for checking and secure a proper release from yourselves in order that we can receive the final payment.

If this procedure meets with your approval, please advise.

Very truly yours,

John M. Coke

jmc rb

enclosures

RECEIVED
FOR FILING
8-8302
3012

July 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received an affidavit of claim signed by Richard Buffington stating that R. O. Dail owes him $183.19 for merchandise and services furnished the contractor in connection with his work on Contract 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3012.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

cc - Mr. John M. Cohn
1012 Yeon Building
Portland, Oregon

NOTED ON CARD
1-29-49 gl

RECEIVED
JUL 29 1949
FOR FILING
8-8302
3012

July 28, 1949

Mr. Collier H. Buffington

Gold Beach, Oregon

Dear Mr. Buffington:

We have today received an affidavit of claim signed by Richard Buffington against R. O. Dail for merchandise and services furnished in connection with Contract No. 3012 on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

As requested we are enclosing herewith, a certified copy of Contract 3012.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Encl.

NOTED C. L. D.
7-28-49

ROLLIN C. GOODALE

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

July 25, 1949.

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention of Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Replying to your letter of July 22nd, referring to the claim of my son Richard Buffington against R. O. Dail, my son's account I think covers items that might have been used on either contract but I think that most or all of the account relates to items for the Hunters Creek-California State Line section. I shall ask Richard Buffington to make the affidavit for you.

Yours very truly,

Collier H. Buffington

CHB:T
ENCL.

RECEIVED
JUL 27 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
BY SECRETARY

NOTED ON C
7-27-49 sl

OK & send copy & contract
when signed & returned

STATE OF OREGON)
: SS
County of Curry)

I, Richard Buffington, being first duly sworn, upon oath depose and say:

That I have furnished to R. O. Dail merchandise and service connected with the work done by him under his contract No. 3012 with the Oregon State Highway Commission; that there is an amount of $183.19 unpaid and overdue on this account.

That I make this affidavit for the purpose of obtaining a copy of the contract from the State Highway Commission.

Richard Buffington

Subscribed and sworn to before me this 25th day of July, 1949.

Bernice Dunn
Notary Public for Oregon

My Commission expires July 7, 1952

Form B-1—826—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23, 1949

Section Hunters Creek - Calif.State Line

Kind of work Rock Production

Highway Oregon Coast

Section prefix 8-8302

Contractor Shoreline Const. Co

Contract number 3012

Date of contract May 14, 1948

Date of completion July 20, 1949

Date work started June 7, 1948

Estimated date of completion ....., 19.....

Amount of contract $ 54,715.00

Per cent of time elapsed O.R. %

Estimated cost of completed project, exclusive of engineering $ 54,715.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 5,706.84, ... %

Date project was completed July 20, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished shaping stockpiles Wednesday

Dubell off all week on exchange time

RECEIVED
JUL 25 1949

Signed Wm. C. Baker Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			20.646		
Estimated quantities moved or placed to date			20646		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Rain		

State Printing Dept. 30750

RECEIVED
JUL 26 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 16 1949
FOR FILING
8-8302
3012

July 22, 1949

Mr. Collier M. Buffington

Gold Beach, Oregon

Dear Mr. Buffington:

This is to acknowledge your letter of July 19 in which you state that your son, Richard Buffington, has a claim against R. O. Dail in the amount of $183.19 and request that we send you a copy of Mr. Dail's contract and bond.

It is our understanding that Mr. Dail is completing two contracts in Curry County which were originally awarded to the Shoreline Construction Company now defunct. These contracts are Nos. 3011 for the Bridge Creek-Hunter Creek Section on the Oregon Coast Highway and 3012 for the Hunter Creek-California State Line Section.

If you will kindly advise us as to which one of the contracts is involved and submit an affidavit as required by law, we will be pleased to send you the necessary copies of the pertinent contract and bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

This claim noted on card 7/27 JL

ROLLIN C. GOODALE

LAW OFFICES OF
COLLIER H. BUFFINGTON
GOLD BEACH, OREGON

July 19, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

My son, Richard Buffington, who does business here under the name of Black Cat Garage, has an account against R. O. Dale in the amount of $183.19 which is overdue. He states that Mr. Dale had promised to pay this account by July 10th but has not paid.

I want to make claim against the bonding company for the amount of this account. Will you, therefore, please be kind enough to send me a copy of Mr. Dale's contract and bond? If you need an affidavit stating the facts relating to the claim, I shall be pleased to supply the affidavit.

Yours very truly,

Collier H. Buffington

CHB:T

RECEIVED
JUL 21 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

Please answer usual letter
He must submit affidavit
as required by law
BMS

RECEIVED
AUG 31 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 21, 1949

8-8302

3012

Globe Falls Indemnity Company
c/o John M. Coke, Attorney
1012 Yeon Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

I enclose for signature to the assignment blank and to the voucher certificate, our estimate voucher for $12,258.10 covering estimate 6 contract 3012 in favor of the Shoreline Construction Company which has been assigned your company.

I also enclose for signature to the assignment form, to the final release form, and to the voucher certificate, our estimate voucher for $2,752.23 covering estimate 9 final on contract No. 3018 also in favor of the Shoreline Construction Company assigned to your company.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F. Smith
Carl F. Smith
Accounting Division

cfs/rs
encl.

cc H. B. Glaisyer

REFERRED TO
BY SECRETARY

RECEIVED
MAR 28 1949
FOR FILING

18-8-302

3012

3012 Gen. Lewis

March 23, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge three copies of a claim received by us today which had been filed with your office by the Lillebo Equipment Company against Shoreline Construction Company for work on State Contract No. 3012 in the amount of $601.25.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.

NOTED ON CARD
3-23-49 gR

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 18, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from Lillebo Equipment Company, and filed today, a notice of claim for materials furnished in the sum of $601.25, against the bond taken from Shore Line Construction Company, principal, and Glen Falls Indemnity Company, surety, for work on State Contract no. 3012, on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 23 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-23-49 JC

RECEIVED
MAR 28 1949
FOR FILING

8-8302

3012

Mrs Lewis

March 25, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us which has been filed with the Secretary of State in the amount of $601.25. This claim was filed by the Lillobo Equipment Company whose address is Post Office Box 437, Coos Bay, Oregon, against the Shovelline Construction Company for labor and materials furnished in the amount of $601.25 on our Contract No. 7012 for rock production on the Border Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl:
Attach.

cc - Ben Pobin Insurance Agency
339 Commercial Street
Salem, Oregon

Shovelline Construction Company
771 Edgewater Street
Salem, Oregon

Mailed 3-25-49

COPY

G. M. Diesel Power
Parts, Service, Sales

Industrial and Marine Supplies
Bethlehem Wire Rope

LILLEBO EQUIPMENT
COMPANY

Waterfront Highway Between Coos Bay and North Bend

P.O. Box 637

COOS BAY, OREGON

Phone 680

March 16, 1949

Secretary of State,
State of Oregon,
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Lillebo Equipment Company, has a claim for labor performed and materials furnished in the sum of $601.25 against the bond taken from Shore Line Construction Company, 971 Edgewater Street, Salem, Oregon; surety, Glen Falls Indemnity Company, Ken Potts Insurance Agency, 339 Chemeketa Street, Salem, Oregon, for the work in connection with the State of Oregon Contract No. 3012 with the Shore Line Construction Company for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Very truly yours,

LILLEBO EQUIPMENT COMPANY

BY DALE LILLEBO

DL:LL

ENDORSED:
File no. 3162
Filed March 18, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 23 1949
FOR FILING

8-8302

3012

March 22, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached for your information is a copy of a claim received by us from the Secretary of State in the amount of $23,715.17. This claim has been filed by Loggers and Contractors Machinery Company of 310 Southwest Clay Street, Portland, against the Sherelius Construction Company for one Diamond No. 65 crushing plant furnished the contractor in connection with Brush Creek-Hunter Creek Section, our Contract No. 3011 and the Hunter Creek-California State Line Section, our Contract No. 3012. Both of these jobs are for rock production on the Oregon Coast Highway in Curry County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bonds executed with the above contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attachment

cc - Glen Falls Insurance Agency
339 Chemeketa Street
Salem, Oregon

Sherelius Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

C-2148(2)

COPY

KLAMATH FALLS

PORTLAND EUGENE

SALES-SERVICE-RENTALS ESTABLISHED 1910

LOGGERS & CONTRACTORS MACHINERY COMPANY

240 S. E. Clay Street Phone East 4128
Associated Equipment Distributors

A. E. D. MEMBER

PORTLAND 14, Oregon

March 15, 1949

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Notice is herby given that the under-signed Loggers & Contractors machinery Company, 240 S. E. Clay Street, Portland, Oregon, has a claim for rentals, merchandise purchased, and repair parts for the furnishing of one Diamond #65 crushing plant complete, and parts, in the total sum of $21,715.17, against the bond taken from Shoreline Construction Company, Salem, Oregon, and/or the Glen Falls Indemnity Company, Ken Potts Insurance Agency acting as agent for same, and the Roy F. Owen Bonding Company, Spalding Building, Portland, Oregon, who are adjusters for said Glen Falls Indemnity Company. This claim covers work on State Contract No. 3012 (Hunters Creek in the California state line section or the Oregon Coast Highway) and State Contract No. 3011 (Gold Beach Section).

We have already notified the Glen Falls Indemnity Company and the Roy F. Owen Bonding Company, and they have all the material pertaining to our claim in their hands at this time.

Very truly yours

LOGGERS & CONTRACTORS MACHINERY COMPANY

A. G. FITZGERAL
A. G. FitzGerald
General Credit Manager

AGFG:gh

ALL QUOTATIONS MADE SUBJECT TO PRIOR SALE AND CHANGE WITHOUT NOTICE

ENDORSED:
File No. 3156
Filed March 16, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 23 1949
FOR FILING

8-8302

3012

March 21, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Loggers and Contractors Machinery Company against the Shoreline Construction Company in the amount of $21,715.17.

This claim bears your file No. 3158 and is filed for a crushing plant furnished the contractor for work on the Brush Creek-Hunter Creek and the Hunter Creek-California State line sections of the Oregon Coast Highway in Curry County, our Contracts Nos. 3011 and 3012 respectively.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

VHC:md

NOTED ON CARD
3-21-49

3011
3012

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 16, 1949

Oregon State Highway Commission
Mr. H. B. Glaisyer, Secretary
Salem, Oregon

Dear Sir;

We received from Loggers & Contractors Machinery Company, and filed as of this date, a notice of claim for rentals, merchandise purchased, and repair parts for furnishing of one Diamond #65 crushing plant complete, and parts, in the amount of $21,715.17, against the bond taken from Shoreline Construction Company, principal and Glen Falls Indemnity Company, surety, for work on the Hunters Creek in the California State line Section or the Oregon Coast Highway, contract no. 3012 and Gold Beach Section, state contract no. 3011., file no. 3158.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 1
STATE HIGHWAY COMM.

RECEIVED ON WIRE
3-18-49, gk

RECEIVED
MAR 17 1949
FOR FILING

8-8302

3012

March 17, 1949

Koerner, Young, Scott & McCulloch
800 Pacific Building
Portland 5, Oregon

Gentlemen:

This is to acknowledge your letter of March 16, in which you make inquiry as to the status of Contract No. 3012 with the Shevelin Construction Company for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This job has not at this date been completed, and the best estimate that we can secure is to the effect that it will be about the 1st of July before the jobs is completed and a later date, of course, before it can be accepted by the Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. BLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

March 16, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

On January 14, 1949, we addressed you with respect to status of contract number 3012 of Shoreline Construction Co. with the Commission. On January 17, 1949, you answered our inquiry giving status as of that date. While we look forward to receiving payment from the surety, we are interested in making certain that no developments have happened which have started the six months for presenting claims as provided by section 98-101 O.C.L.A. Please advise present status.

Very truly yours,

Koerner, Young, Swett + McColloch

RECEIVED
MAR 17 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 7
FOR FILING

8-8302

3012

Mrs. Lewis
Carter

March 4, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from the Lillebo Equipment Company whose address is Post Office Box 637, Coos Bay, Oregon, stating that the Shoreline Construction Company owes them $631.25 for merchandise and services furnished during the months of July and August, 1948, on the Chetco River job.

601.25

This appears to be in connection with our Contract No. 3012 with the Shoreline Construction Company for work on the Winchuck Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is furnished as the Glens Falls Indemnity appears to survey under the bond issued in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAGrmt

cc - Pan Pubbs Insurance Agency
339 Shermicks Street
Salem, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

3-4-49 g.k.

Mrs Lewis
notes

March 4, 1949

Lillebo Equipment Company
P. O. Box 637
Coos Bay, Oregon

Gentlemen:

This is to acknowledge your letter of March 2nd addressed to T. H. Banfield, Chairman of the State Highway Commission, advising that the Shoreline Construction Company owes you $601.25 for merchandise and services furnished while the company was on the Chetco River job. This claim appears to be in connection with our Contract No. 3012 with the Shoreline Construction Company for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

The surety on the bond furnished in connection with the above contract is the Glens Falls Indemnity Company whose agent in this instance is Ken Potts Insurance Agency 339 Chemeketa Street, Salem, Oregon. We would suggest that you notify the surety on your claim and in addition that it be filed with the Secretary of State. By so filing, your claim will be protected beyond the normal period of six months after the job has been completed and accepted by the Commission.

For your convenience we are attaching an excerpt from the Oregon Laws outling the procedure for filing your claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

3-4-49 gs

G.M. DIESEL POWER
PARTS, SERVICE, SALES

INDUSTRIAL AND MARINE SUPPLIES
BETHLEHEM WIRE ROPE

Lillebo Equipment

WATERFRONT HIGHWAY [illegible] BAY AND NORTH BEND

GENERAL MOTORS DIESEL POWER

COOS BAY, OREGON

PHONE 680

March 2, 1949

3012

Mr. T. H. Banfield, Chairman,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

We wish to advise of an unpaid account of the Shore Line Construction Company, 971 Edgewater Street, Salem, Oregon.

This concern made purchases from us of merchandise and service during the months of July and August 1948 while on the Chetco River job and as of this date there is an unpaid balance of $ 601.25. We have made numerous attemps to collect on this balance but without success.

Will you kindly advise the name of the bonding company so that we may be able to advise them accordingly with regard to this account.

If there is any other procedure other than legal action that we could or should follow in the collection of this account we will appreciate receiving your advice in the matter.

Very truly yours,

LILLEBO EQUIPMENT COMPANY

By Alan Lillebo

DL:LL

3-3-49

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

8-8302

3012

February 21, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Mr. Kenneth M. Abraham, Attorney, whose address is Scott Building, Hood River, Oregon. He states that three of his clients have claims against the Shoreline Construction Company amounting to several thousand dollars. No information is provided as to names of the clients or the job in which the claim was incurred.

This information is somewhat sketchy, but is provided as the Glens Falls Indemnity Company appears as surety in connection with the bonds executed under Contracts 3011, 3012, and 3018 with the Shoreline Construction Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Roy F. Owen Company
Spalding Building
Portland, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

February 21, 1949

Mr. Kenneth M. Abraham
Scott Building
Hood River, Oregon

Dear Sir:

We have your letter of February 18 in which you state that three of your clients have claims against the Shoreline Construction Company. Shoreline holds three contracts with the State; No. 3011 and 3012 are for rock production on the Oregon Coast Highway in Curry County. The other one, No. 3018, is for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

The surety on the bonds executed in connection with all of the above contracts is the Glens Falls Indemnity Company whose agent is the Ken Potts Insurance Agency, 339 Chemeketa Street, Salem. It is our understanding, however, that the Roy F. Owen Company, Spalding Building, Portland 4, is handling the job for the surety in connection with the Hood River job.

We would suggest that you file itemized claims with the surety; also, that itemized claims be filed with the Secretary of State. This latter filing will serve the purpose of protecting your clients' claims beyond the ordinary period of six months after the job is completed and accepted by the Commission. Attached hereto is an excerpt from the Oregon Laws outlining the procedure in this connection.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

Kenneth M. Abraham
Attorney-at-law
Scott Building
Hood River, Oregon

February 18, 1949

Subject: Shoreline Construction Co.

State Highway Commission
Salem, Oregon

Dear Sir:

I represent three clients against the Shoreline Construction Company, one of whom is a subcontractor, and his claim is mostly for labor, and runs into several thousand of dollars.

It appears that there might possible by some difficulty in collecting the claims under this Bond, and I would appreciate it if you would forward to me the information that you have in connection with those special proceedings provided for under the Oregon Laws for an action in this connection. Mr. John N. Mohr notified me that you had forwarded to him information in regard to the same bond and on the same subject.

Very truly yours,

/s/ Kenneth M. Abraham

KMA:lh

RECEIVED
FEB 18 19[illegible]
FOR FILING

8-8202

3012

February 18, 1949

Mr. John M. Gehm
Attorney for Glens Falls Indemnity Company
Yeon Building
Portland 4, Oregon

Dear Sir:

In reply to your letter of February 16, having reference to Shore Line Construction Company Contracts Nos. 3011 and 3012, you are advised that completion of the work by R. O. Bail is satisfactory with the State Highway Commission.

In your letter you ask that necessary blanks for securing approval of the Commission be furnished you. This we do not believe necessary, as payments, etc. will be made through you, and the State Highway Department will look upon you as the principal contractor.

It is requested that Mr. Bail start work immediately, and you are informed that we will recommend an extension of time on the two projects to May 30, without penalty. This should allow sufficient time for completion of the projects, and it is quite necessary that they be completed by that date, as it is essential that we have rock available for repair of our road surfaces in the early spring.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. H. G. Smith

KERN CRANDALL

LAW OFFICES OF
CRANDALL & COKE
YEON BUILDING
PORTLAND 4, OREGON

JOHN M. COKE

February 16, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Re: Shoreline Construction Company
Contracts No. 3011 and 3012

Dear Sir:

Regarding the above two contracts in which you have declared the contractor, Shoreline Construction Company in default, you will recall that last week I talked to both yourself and Mr. Williams of the Engineering Department as to Homer Johnson's taking over the completion of these two jobs. Since that time we have now made definite arrangements with R. O. Dail to complete the jobs rather than Homer Johnson. We understand that Dail has done considerable work for the State Highway Commission and will be satisfactory to you.

It is our understanding that you have the necessary blanks in your office for securing the approval of the State Highway Commission. Would you please furnish us with these forms.

R. O. Dail has requested three copies of the contracts on the two jobs and if these are available would you please forward these to this office.

Dail is ready to start work immediately and wishes information as to completion dates which the State Highway Commission would fix.

We will be glad to furnish you with any other information which you deem necessary.

Very truly yours,

John M. Coke
As Attorney For
Glens Falls Indemnity Company

RECEIVED
FEB 17 1949
HIGHWAY COMMISSION

jmc rb

RECEIVED
FEB 25 1949
FOR FILING
8-8302
3012

3012

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3147, filed by the State Industrial Accident Commission against the Shoreline Construction Company for unpaid contributions in the amount of $521.63. This claim comes under our Contract No. 3012 for work on the Humbug Creek-California State Line section of the Oregon Coast Highway in Curry County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mcl

NOTED ON CARD
2-15-49

Mrs. Adams
notes on card

February 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State. This claim, in the amount of $521.41 was filed with their office by the State Industrial Accident Commission for unpaid contributions against the Shoreline Construction Company for work on the Harbor Creek-California State Line Section of the Oregon Coast Highway in Curry County under our Contract No. 3012.

This information is furnished at your company expense as surety under the above contract.

Very truly yours,

STATE STATE HIGHWAY COMMISSION

Secretary

Enclosed
Attach.

cc - Ken Potts Insurance Agency
339 Commercial Street
Salem, Oregon

Shoreline Construction Company
972 Edgewater Street
Salem, Oregon

NOTED ON CARD

2-15-49 C P

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 11, 1949

3012

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of January 28th, file no. 3147, the notice of claim by State Industrial Accident Commission for unpaid contribution due in the sum of $521.41 against the bond taken from Shoreline Construction Company for work on Hunter Creek-California State Line Rock Production Project.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 14 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

2-14-49 gR

State Industrial Accident Commission
Salem, Oregon

C O P Y

Form 69 10M 1-47

January 26, 1949

Firm No. 153157

State Highway Commission,
Attention: H. B. Glaisyer, Secretary,
Salem, Oregon,

Earl T. Newbry,
Secretary of State,
Salem, Oregon,

Glens Falls Indemnity Company,
c/o John M. Coke, Attorney,
Yeon Building,
Portland, Oregon.

Gentlemen: Re: State Industrial Accident Commission
vs. Shoreline Construction Company

Enclosed herewith is an itemized statement for $521.41, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 3012, Hunter Creek-California State Line Rock Production Project on the Oregon Coast Highway.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:fb
Enc.
Registered

ENDORSED:
File No. 3147
Filed January 28, 1949
Earl T. Newbry, Secretary of State

State of Oregon
Industrial Accident Commission
Fiscal Control Division
Salem, Oregon

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE
THE INDUSTRIAL ACCIDENT FUND

153157
Firm Number
Shoreline Construction Co
(Brookings)

Period Covered Mo.	Yr.	Class of Payroll	As Audited Base Rate	Exp. Rate	Amt. of Payroll	Exp. Cont.	Work. Cont.	Int.
6	48	Construction & Bleakinsop	5.00	Base	1233.48	61.67	1.14	
Credit Balance Fwd. From June Report								
7	48	S.&G. Plant & Bleakinsop	4.50	"	3245.32	146.04	2.55	10.35
8	48	" " "	4.50	"	3653.99	164.43	)	)
8	48	" Bunkers	3.50	"	1119.98	39.20	2.90)	10.79)
9	48	" Plant & Bleakinsop	4.50	"	2657.69	119.60	)	)
9	48	" Bunkers	3.50	"	541.59	18.96	2.10)	4.65)
10	48	" Plant	4.50	"	362.00	16.29	.25	.42
				Totals		566.19	8.94	26.21

Date Paid	As Paid Employer Cont.	Work. Cont.	Balance Debit	Credit
7-22-48	61.67	1.14		
	17.12			17.12
			158.94	
			164.43	
			52.89	
			119.60	
			25.71	
			16.96	
Totals	78.79	1.14	538.53	17.12
		Total	521.41	

Prepared by L. Hill 1-25-49

ENDORSED:
File No. 5147
Filed February 28, 1949
Earl T. Newbry, Secretary of State

State of Oregon
Industrial Accident Commission
Fiscal Control Division
Salem, Oregon

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

153157
Firm Number
Shoreline Construction Co.
(Brookings)

Period Covered No.	Yr.	Class of Payroll	As Audited Base Rate	Exp. Rate	Amt. of Payroll	Emp. Cont.	Work. Cont.	Int.
6	48	Construction & Blenkinsop	5.00	Base	1233.48	61.67	1.14	
Credit Balance Fwd. From June Report								
7	48	S.C. Plant & Blenkinsop	4.50	"	3245.32	146.04	2.55	10.35
8	48	" " "	4.50	"	3653.99	164.43		
8	48	" Bunkers	3.50	"	1119.98	39.20	2.90	10.79
9	48	" Plant & Blenkinsop	4.50	"	2657.69	119.60		
9	48	" Bunkers	3.50	"	541.59	18.96	2.10	4.65
10	48	" Plant	4.50	"	362.00	16.29	.25	.42
				Totals		566.19	8.94	26.21

As Paid

Date Paid	Employer Cont.	Work. Cont.	Balance Debit	Balance Credit
7-28-48	61.67	1.14		
	17.12			
				17.12
			158.94	
			164.43	
			52.89	
			119.60	
			25.71	
			16.96	
Totals	78.79	1.14	538.53	17.12
		Total	521.41	

Prepared by L. Hill 1-25-49

ENDORSED:
File No. 3147
Filed February 28, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 4 1949
FOR FILING

8-9303

3012

Geo. Lewis

February 2, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto, is a copy of a claim received in this office from the Secretary of State. This claim is in the amount of $199.50 for dump truck work performed for the Shoreline Construction Company under what appears to be our Contract No. 3012 for rock production on the Humbug Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as your company appears as surety on the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQuad
Attach.

cc - Glen Falls Insurance Agency
239 Chemeketa Street
Salem, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
2-2-49 JC

Canyonville, Oregon
January 25, 1949

"Notice hereby is given that the undersigned Fred V. Forbes has a claim for dump truck work, hauling maintainance rock, for Oregon State Highway stock piles, in the sum of One Hundred Ninety Nine Dollars and fifty cents (199.50), against the bond taken from Shore Line Construction Co., 971 Edgewater Street, Salem, Oregon, for the work of furnishing maintainance material in stock piles on 101 Highway from the Chetco River at Harbor, Oregon.

Signed FRED V. FORBES

ENDORSED:
FILED NO. 3140
FILED JANUARY 26, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
FEB 4
FOR FILING

18-8302

3012

Miss Lewis

February 2, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of February 1 to which was attached three copies of a claim in the amount of $199.98. This claim was filed by Fred V. Forbes against the Shoreline Construction Company for dump truck work under what appears to be our Contract No. 3012 for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mk

NOTED ON CARD

2-2-11-49 C

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 1, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing the three copies of the notice of claim by Fred V. Forbes in the amount of $199.50 against the bond taken from Shore Line Construction Company as principal. These copies failed to be enclosed in our letter of January 26th.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 3 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
2-2-49 JK

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 26, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3140, the notice of claim by Fred V. Forbes for the hauling of maintainence rock furnished in the sum of $199.50 against the bond taken from Shoreline Construction Company for maintainence material in stock pilrd on highway 101 from Chetco River at Harbor, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

3012

February 1, 1949

Glenn Falls Indemnity Company
1012 Yeon Building
Portland, Oregon

Attention: John M. Coke

Gentlemen:

It has come to our attention that Mr. Leroy Grote of Salem is being considered by you to supervise completion of State Highway contracts number 3011 and 3012 which the Highway Commission considers are in default by the Shoreline Construction Company.

Mr. Grote, who was formerly associated with the Shoreline Construction Company, is not presently qualified on his own behalf to handle jobs of this size, but our observations of Mr. Grote's previous operations on State Highway projects indicates to us that he is fully qualified and capable of carry ing satisfactory completion of the above mentioned contracts number 3011 and 3012.

If it is your desire to assign Mr. Grote to this work, the State Highway Department will approve.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW/gd

RECEIVED
JAN 28 1949
FOR FILING

8-8302
3012

Salem, Oregon
January 27, 1949

Mr. J. M. Devers

Attached hereto is a letter received from Charles A. Ballard, having reference to alleged payment due him for work performed for the Shoreline Construction Company.

Under date of November 23, 1948, you addressed a letter to the Glen Falls Indemnity Company, with a copy to the Shoreline Construction Company, with reference to this matter. On the same date you addressed a letter to me, which letter, in the last paragraph, states:

"If we fail to get satisfactory consideration from the Bonding Company, I shall then file notice of the claim with the Secretary of State."

This information I furnished to Mr. Ballard in a letter dated November 26, 1948, a copy of which letter was furnished to you.

It now appears that the Shoreline Construction Company is unwilling to make settlement with Mr. Ballard, and I would appreciate your taking such action as you might consider appropriate.

W. C. Williams

WCW:ms

Encl.

C
O
P
Y

826 G St., So.
Lakeview, Oregon
January 16, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

This is to advise you that the Shoreline Construction Company of Salem, Oregon, has not remitted the $14.00 owing me for the pay period ending Sept. 4, 1948. I have written to them and also to Roy F. Owen Company, but have had no reply from either one.

I think that I have waited a reasonable time for them to make this matter good and as you said in your letter of December 15th, that if I did not receive this additional payment within a reasonable time, to please advise you.

Thanking you for your trouble, I am,

Very truly yours,

(sgd) Charles A. Ballard

RECEIVED
FEB 4 1949
FOR FILING

8-8302
3012

Canyonville, Oregon
January 25, 1949

Earl T. Newbry
Sec't'y. of State
Salem, Oregon

Dear Mr. Newbry:

Enclosed please find a claim against the Bondsmen of the Shore Line Construction Company of 971 Edgewater Street, Salem, Oreg., on a contract with the State Highway Commission for furnishing maintainance material at Harbor, oregon.

If any additional information is needed please notify me.

Yours truly,

Fred V. Forbes

Fred V. Forbes

Enc. 1
FVF/eg

Canyonville, Oregon
January 25, 1949

"Notice hereby is given that the undersigned Fred V. Forbes has a claim for dump truck work, hauling maintainance rock, for Oregon State Highway stock piles, in the sum of One Hundred Ninety Nine dollars and fifty cents (199.50), against the bond taken from Shore Line Construction Co., 971 Edgewater Street, Salem, Oregon, for the work of furnishing maintainance material in stock piles on 101 Highway from the Chetco River at Harbor, Oregon.

Signed Fred V. Forbes

RECEIVED
BY SECRETARY

RECEIVED
FEB 4 1949
FOR FILING

8-8302

3012

2-1-49

Mrs. Lewis

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This is to advise that we have received a claim in this office filed by the State Industrial Accident Commission against the Shoreline Construction Company in the amount of $281.41 for unpaid contributions for work performed under our Contract No. 3012 on the Border Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE INDUSTRIAL ACCIDENT COMMISSION

Secretary

FAG:vl

cc - Ben Potts Insurance Agency
339 Shoemaker Street
Salem, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

2-1-49 gk

Mrs. Lewis

February 1, 1949

State Industrial Accident Commission
B u i l d i n g

Attention: Ray H. Lafky

Gentlemen:

This is to acknowledge your letter of January 26 to which was attached an itemized statement in the amount of $521.41 representing unpaid contributions to the State Industrial Accident Commission from the Shoreline Construction Company under Contract No. 3012 for work on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

This claim will be recorded in our records, and the surety and the contractor notified of its receipt.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

NOTED ON CARD
2-1-49, gf

INDUSTRIAL ACCIDENT COMMISSION

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

SALEM, OREGON

January 26, 1949

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

Firm No.153157

3012

State Highway Commission,
Attention: H.B.Glaisyer, Secretary,
Salem, Oregon.

Earl T.Newbry,
Secretary of State,
Salem, Oregon.

Glens Falls Indemnity Company,
c/o John M.Coke, Attorney,
Yeon Building,
Portland, Oregon.

Gentlemen: Re: State Industrial Accident Commission
vs. Shoreline Construction Company

Enclosed herewith is an itemized statement for $521.41, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No.3012, Hunter Creek-California State Line Rock Production Project on the Oregon Coast Highway.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LASKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:FB
Enc.
Registered

POSTED ON CARD
2-1-49

FORM 207

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMISSION
FISCAL CONTROL DIVISION
SALEM, OREGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

SHORELINE CONSTRUCTION CO. (ERIC
FIRM NAME

PERIOD COVERED		AS AUDITED												AS PAID						
MO.	YR.	CLASS OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL		EMPLOYER CONT.		WORK. CONT.		INTEREST		PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.		WORK. CONT.		INTEREST	PENALTY	COURT COST
6	48	CONSTRUCTION & BLDG/MSP	5.00	BASE	1899	48	66	47	1	84					7-28-48	68	67	1	84			
		CREDIT BALANCE FWD. FROM JUNE REPORT														17	12					
7	48	S.S. PLANT & BLDG/MSP	4.50	"	3845	92	146	04	2	55	10	35										
8	48	" " "	4.50	"	3659	99	164	69														
8	48	" BUILDING	3.50	"	1009	98	35	28	2	90	10	79										
9	48	" PLANT & BLDG/MSP	4.50	"	2657	69	119	60														
9	48	" BUILDING	3.50	"	544	22	19	06	2	00	4	65										
10	48	" PLANT	4.50	"	962	00	43	29		85		42										
		TOTALS			566	19	8	94	26	21					XXXXXX	78	79	1	14			

PREPARED BY L. HILL 1-25-49 19__

TOTAL

...ON
...COMMISSION
...IVISION
...ON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

SHORELINE CONSTRUCTION CO. (BROOKINGS) — FIRM NAME — 153157 FIRM NUMBER

AS AUDITED												AS PAID					BALANCE	
PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DEBIT	CREDIT
...OKIIBOP	3.00	BASE	1899 40	68 37	1 14				7-28-48	61 67	1 14					
...D. FROM JUNE REPORT										17 12						17 12
...OKIIBOP	4.50	"	3845 32	146 86	2 53	10 35									158 94	
"	4.50	"	3653 99	164 49											164 49	
	3.00	"	1819 93	99 80	2 90	80 79									52 89	
...KIIBOP	4.50	"	2657 69	119 60											119 60	
	3.00	"	541 99	18 96	2 00	4 65									25 71	
	4.50	"	962 00	86 29	25	42									16 96	

RECEIVED
JAN 18 1949
FOR FILING

Mrs. Lewis
note on card

I-8302

3012

January 17, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim was filed in their office by Leroy E. Irvin in the amount of $2,458.65 for labor, equipment hire, and expenses against the Sherwilen Construction Company, our Contract No. 3012 for work on the Rogue River-South-California State Line Section of the Oregon Coast Highway in Curry County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:dr 1/18
Enc.

cc - Ben Noble Insurance Agency
339 Commercial Street
Salem, Oregon

Sherwilen Construction Co.
971 Edgewater Street
Salem, Oregon

MAILED ON CAKU
1-17-49 gf

COPY

LEROY GROTE

Roads Crushed Rock Excavating

Route 8, Box 691 Salem, Oregon Telephone

January 6, 1949

Earl T. Newbry, Secretary of State
State Capitol Building
Salem, Oregon

Notice is hereby given that the undersigned, Leroy E. Grote, has a claim for labor, equipment hire, and expenses advanced, against the bond taken from the Glens Falls Indemnity Company for work done by the Shoreline Construction Company on the Hunter Creek-California State Line, Oregon State Highway Contract #3012 in the amount of $1,458.65.

Leroy E. Grote

LEROY E. GROTE

ENDORSED:
FILE NO. 3135
FILED JANUARY 14, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
JAN 18 1949
FOR FILING

8-8302

3012

January 17, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of January 14 to which was attached three copies of your claim No. 3135 filed by Lenny E. Grote for labor, equipment hire and expenses in the amount of $1,458.65 against the Shoreline Construction Company under our Contract No. 3012 for work on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Pilgrim 1/18

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 14, 1949

3012

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file #3135, the notice of claim by Leroy E. Grote for the labor, equipment hire and expenses advanced in the sum of $1,458.65, against the bond taken from the Shoreline Construction Company for work on the Hunter Creek-California State Line Highway.

We have prepared and are enlcosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
SECRETARY

RECEIVED
JAN 17 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 18 1949
FOR FILING

8-8302
3012

January 17, 1949

Koerner, Young, Swett & McCulloch
Attorneys at Law
800 Pacific Building
Portland 4, Oregon

REFERRED TO
BY SECRETARY
note on card

Gentlemen:

In your letter of January 14, 1949, you inquire if the Shoreline Construction Company furnished the State Highway Commission a surety bond in connection with its contract #3012 with the State, for furnishing crushed rock in stockpiles near Harbor, Oregon.

You also mention the claim of the Standard Oil Company of California against the Shoreline Construction Company in connection with this job.

All successful bidders on Oregon State Highway construction work are required by law to furnish the State a surety bond to guarantee satisfactory completion of the project, and as a protection for claims incurred in connection therewith. Such a bond was furnished by Shoreline Construction Company in this particular instance. This bond was written by Glens Falls Indemnity Company through its Salem Agent, Ben Potts Insurance Agency, 339 Chemeketa Street, Salem, Oregon. Roy F. Owens Company, Portland, are the Adjusters for the surety and it's my understanding that they are handling the claims. Their address is Spalding Building, Portland 4, Oregon.

The Oregon State Highway Commission has not received formal notification that the bonding company has taken over this contract. The latest information available in this office indicates that the work may be completed under a subcontract arrangement. We have nothing definite.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEQ/ef

NOTED ON CARD
1-17-49 gr

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
HARRY J. DeFRANCO
ROSCOE C. NELSON
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

January 14, 1949

The State Highway Commission of the
State of Oregon
Salem, Oregon

Gentlemen:

This letter relates to the contract between the Shoreline Construction Company of Salem, Oregon, and the Oregon State Highway Commission (Oregon Job No. 3012) covering the supplying of crushed rock for stock piles near Harbor, Oregon.

We presume that in connection with this contract there was obtained a performance bond covering the completion of the contract and the payment of claims for material delivered in connection with the performance of the contract.

From experience in connection with another contract of the Shoreline Construction Company, we are led to believe that the contractor has defaulted and that the contract has been taken over by the surety. The Standard Oil Company of California has a claim against the Shoreline Construction Company in the amount of $685.19 for merchandise delivered in connection with the performance of this contract.

Therefore, if there is a bond we would desire to file a claim with the surety. It would therefore be appreciated if you would advise as to the surety on the bond, if any, and such other pertinent information as may be available to you.

Any information you may be able to supply will be appreciated.

Very truly yours,

Koerner, Young, Swett & McColloch

RECEIVED
JAN 17 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
BY [illegible]ISYER

1-17-49 gk

RECEIVED
JAN 10 1949
FOR FILING

I-8302

3012

New Service Note

January 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

There is attached hereto a copy of a claim in the amount of $3,291.05 received by us today from the Secretary of State. This claim was filed in their office by the Pacific Excavating Company for labor, equipment hire, and expenses against the Shoreline Construction Company, Contract No. 3012 for work on the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County, and Contract No. 3016 on the Reed River Junction-Chetco Creek Section of the Chetco Secondary Highway in Reed River County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Encl.

cc - Glens Falls Insurance Agency
339 Chemeketa Street
Salem, Oregon

Roy F. Gunn Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
1-5-49, gc

RECEIVED
JAN 10 1949
FOR FILING

Mrs. Lewis
paste

January 5, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 3, 1949, to which was attached three copies of a claim filed with your office by the Pacific Excavating Company against the Shoreline Construction Company, our Contract Nos. 3018 and 3012 for work on the Hood River Junction-Shell Creek Section and the Hunter Creek-California State Line Section in a combined amount of $3,529.05.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAR:dr

1-5-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 3, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3132, the notice of claim by Pacific Excavating Company for rental of equipment and labor furnished in the sum of $3,529.05, against the bond taken from Shore Line Construction Company for work on the Hood River Junction-Odell Creek Section of highway and the Hunter Creek- California State Line highway, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED ON CARD
1-5-49 gl

RECEIVED
JAN 5 1949
OREGON
STATE HIGHWAY COMMISSION

PECO

PACIFIC EXCAVATING COMPANY

COPY

LeRoy E. Grote

Earth Movers

Power Shovels Bulldozers Trucks

Office:
912 Edgewater
Salem, Oregon
Phone 21413

Route 4, Box 436E
Salem, Oregon

December 30, 1948

Earl T. Newbry, Secretary of State
State Capitol Building
Salem, Oregon

Notice is hereby given that the undersigned, Leroy E. Grote, dba/ Pacific Excavating Company, has a claim for labor, equipment hire, and expense in the amount of $3,529.05 against the bond taken from the Glens Falls Indemnity Company for work done by the Shoreline Construction Company on the Hood River Junction-Odell Creek Section, State Contract No. 3018, and on the Hunter Creek - California State Line, State Contract No. 3012.

LEROY E GROTE
Leroy E. Grote
dba/ Pacific Excavating Company

ENDORSED:
FILE NO. 3132
Filed January 3, 1949
EARLY T. NEWBRY, SECRETARY OF STATE

RECEIVED
DEC 16 1948
FOR FILING

8302

3012

December 15, 1948

Mr. Charles A. Ballard
626 "C" Street South
Lebanon, Oregon

Dear Sir:

I have noted, and return herewith, the letter addressed to you by the Ray F. Owen Company, as well as your payroll check stub.

Should you not receive the additional payment due you within a reasonable time, please advise me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

Encl.

826 G. St., So.,
Lakeview, Oregon.
Dec. 12, 1918.

W. C. Williams,
Assistant State Highway Engineer,
State Highway Commission,
Salem, Oregon.

Dear Mr. Williams:

I wish to thank you for your letter of November 26th.

I have been waiting to see what the Shore Line Construction Company were going to do in regard to rectifying their pay-roll mistake for the period ending Sept. 4th. To date, I have had no word or check from them, although I received a letter from the Bonding Company dated Nov. 29th, which I am enclosing for your perusal.

I am enclosing my payroll check stub for the above pay period and you can see for yourself that it is an error of $14.00 in computation. The hours are correct as they check with my time book, which I always keep. You can see that 48 hours of reguler time at $1.60 per hour makes $76.80 instead of $62.80. This is a small amount but I worked hard for it and their attitude toward this matter makes me determined to collect it as a matter of principle. I did not want to send this check stub to anyone but you as this is my only proof that it is owing me.

Thanking you, I am remain.

Very truly yours,

Charles A. Ballard

NOTED
W. C. WILLIAMS

RECEIVED
DEC 2 1948
FOR FILING

8-8302
3012

F/1-2

November 26, 1948

REFERRED TO
BY SECRETARY

write claim on card.

Mr. Charles A. Ballard
626 4th Street South
Lakeview, Oregon

Dear Sir:

Your letter of November 14, having reference to your allegation that additional payment is due you from the Shore Line Construction Company, has been referred to me for reply.

I enclose herewith a copy of a letter addressed to the Glen Falls Indemnity Company, who are the bondsmen for the Shore Line Construction Company. I believe this letter is fully explanatory, but I would request that you advise us in the event that payment is made to you for services actually furnished.

You raised the question as to differences in payment of overtime on the Brookings job and on the Odell job. The reason for payment of overtime after 40 hours at Brookings is by reason of the fact that this is a state job without Federal participation, and, therefore, state laws prevail as to the payment of overtime. The Odell job is a Federal Aid project, and Federal laws, requiring payment of overtime after 40 hours, prevail.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Encl.

cc Mr. J. M. Devers

NOTED ON CARD
12-2(-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Nov. 23, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

I am returning the file which you left with me concerning the claim of Charles A. Ballard against the Shore Line Construction Company, and with this letter I am handing you two copies of my letter to the Glen Falls Indemnity Company.

I suggest that when you answer Mr. Ballard, you send him a copy of my letter and make such other explanation of the matter or such other reply to Mr. Ballard as you think necessary.

If we fail to get satisfactory consideration from the Bonding Company, I shall then file notice of the claim with the Secretary of State.

Yours very truly,

JMD:FRC

J. M. DEVERS

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Nov. 23, 1948

IN REPLY PLEASE
REFER TO FILE

Glen Falls Indemnity Company
320 Spalding Building
Portland, Oregon

Gentlemen:

Enclosed, is a copy of a claim filed with the State Highway Commission by Charles A. Ballard for money which he says is due him for services rendered to the Shore Line Construction Company in connection with its job, Contract No. 3012. The work is being done on the Chetco River job at Brookings.

A copy of this letter has been mailed today to the Shore Line Construction Company, and I respectfully request that this matter be given your early attention and that you write Charles A. Ballard, 826 G Street, South, Lakeview, Oregon.

Normally, a copy of this claim should be filed with the Secretary of State, but I shall refrain from doing so until I hear from you, for if this matter can be taken care of, there is no need of encumbering the records in the Secretary of State's office.

NOTED
C. A. WILLIAMS

Yours very truly,

J. M. DEVERS

JMD:FRC

cc- Shore Line
Construction Co.

NOTED ON CARD
11-23-48

STATE HIGHWAY
Contract
Surety:-
Glen Falls Indemnity Co.
Roy F. Owen Co. - Adjustor
320 Spalding Bldg
Portland, 4, Oregon.
Agent:- Ken Potts Ins. Agency
339 Chemeketa St, Salem.

#3018

826 G. St., So.,
Lakeview, Oregon.
Nov. 14, 1948.

Chief Engineer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I am writing you for information as to how to collect a balance due me for labor while working for the Shore Line Construction Company of Salem, Oregon.

I was working on the Chetco River job at Brookings, Oregon, which they completed. The amount due me is for $14.00, which was a mistake in computation by the bookkeeper and which I reported immediately to my boss, Charles Ledgerwood of Salem. I have tried repeatedly to collect this amount and while small, I feel that I earned it. Below is the transcript of the stub of the check, and if you need the original for verification, I will be glad to send it to you.

Payroll Period End.	9/4/48		
Reg. T.	48 hrs. at	$1.60	$62.80 -(76.80)
O.T.	14 " "	2.40	33.60
		Total	$96.40

Deductions:		
O.A.B.	$ .96	
Fed Tax	8.70	
State Tax	.06	
S.I.A.C.	.06	
	$10.68	$85.72

I should like to know why overtime was only paid after 48 hours on the Brookings job, while on the Odell job, it was 40 hours. Furthermore they did not pay overtime on a broken week on the time one worked in access of eight hours, per day. I know that in Idaho and other States that the Highway Commission sees that all bills for labor and accounts are met in full before a final settlement. I believe that the Gold Beach and Pistol Rover jobs come in under the same bid. I have followed this construction work as welder and maintenance man for a long time and in this case, it is not so much the money as the principle involved.

Thanking you for an early reply, I am,

Respectfully,

Charles A. Ballard

NOTED ON CARD

11-14-48 JK

CHAPTER 44

Public Contracts and Employment Thereunder

ARTICLE 1

CONTRACTORS BONDS: BIDS AND BIDDING

S 98-101. Bond to be executed by contractor for benefit of laborers and materialmen,industrial accident fund,and state unemployment trust fund:Action on bond:Notice of claim:Joint liability where bond not executed.

Hereafter any person or persons, firm or corporation, entering into a formal contract with the state of Oregon, or any municipality, county or school district within said state, for the construction of any building, or the prosecution and completion of any work, or for repairs upon any building or work, shall be required before commencing such work to execute the usual penal bond with good and sufficient sureties, with the additional obligations that such contractor or contractors shall promptly make payments to all persons supplying him or them labor or materials for any prosecution of the work provided for in such contracts, all contributions, or amounts due the state industrial accident fund, and all contributions or amounts due the state unemployment compensation trust fund from such contractor or subcontractor incurred in the performance of said contract, and any person or persons making application therefor, and furnishing affidavit to the proper officer of such state, county, municipality or school district, under the direction of whom said work is being or has been prosecuted, that labor or materials for the prosecution of such work has been supplied by him or them, and if the claim is not for labor or material then a statement disclosing the nature of the same, and payment for the same has not been made, shall be furnished with a certified copy of said contract and bond, upon which said person or persons supplying such labor or materials shall have a right of action and shall be authorized to bring suit in the name of the state of Oregon, or any county, municipality or school district within such state, for his or their use and benefit, against said contractor and sureties, and to prosecute the same to final judgment and execution; provided, that such person or persons or corporation shall not have any right of action on such bond hereafter given for any sum whatever, unless prior to the expiration of six (6) months immediately following the completion of the contract with an acceptance of the work by the affirmative action of the state of Oregon, or any municipality, county or school district within said state, such person or persons or corporation, claiming to have supplied labor or materials for the prosecution of the work provided for in such contracts, or claiming moneys due the state industrial accident fund or claiming moneys due the state unemployment compensation trust fund in the prosecution of said contract,shall present to and file with the secretary of state of the state of Oregon, or clerk or auditor of any municipality, county or school district, a notice in writing substantially as follows:

"To (here insert the name of the state, county or municipality or other public body, city, town or district):

"Notice hereby is given that the undersigned (here insert the name of the laborer or claimant) has a claim for (here insert a brief mention of the description of the labor, materials or provisions performed or furnished) in the sum of _____ dollars (here insert the amount) against the bond taken from _____ (here insert the name of the principal and surety or sureties upon such bond) for the work of _____ _____ (here insert a brief mention or description of the work concerning which said bond was taken).

"(Here to be signed) _____."

Such notice shall be signed by the person or corporation making the claim or giving the notice, and said notice, after being presented and filed, shall be a public record open to inspection by any person. For the purpose of this act the state industrial accident commission and the state unemployment compensation commission shall each be considered a person; provided further, that in case the contractor shall fail to pay for such work and materials, or claims due the state industrial accident fund or claims due the state unemployment compensation trust fund, and said officers of the state of Oregon, or any such municipality, county or school district within the state, shall fail or neglect to require the person or persons, firm or corporation entering into such contract to execute such bond, then, in that event, if such contract shall have been entered into with the state of Oregon, the state of Oregon and the officers authorizing such contract shall be jointly liable for the labor and materials used in the prosecution of any work hereunder, claims due the state industrial accident fund and claims due the state unemployment compensation trust fund, or in case such contracts shall have been entered into on behalf of any municipality, county or school district within the state of Oregon, then, in that event, such municipality, county or school district, and the officers authorizing such contract, shall be jointly liable for such labor and materials to the persons performing such labor and the persons furnishing such materials, and shall also be liable for claims due the state industrial accident fund and claims due the state unemployment compensation trust fund; provided, however, that all amendments to section 6266 (Lord's) Oregon Laws as amended by chapter 27, General Laws of Oregon, 1913, shall not apply to any contract or bond entered into pursuant to the provisions of said act prior to the taking effect of this act as amended herein. (L. 1903, p.256; L.O.L. S. 6266; L. 1913, ch. 27, S.1; L.1917, ch. 248, S. 1; O.L. S. 2991; L.1929, ch. 136, p. 104; O.C. 1930, S. 67-1101; L.1931, ch. 280, S. 1, p. 498; L. 1939, ch. 517, S. 1, p. 1087.)

CHAPTER 44

Public Contracts and Employment Thereunder

ARTICLE 2

PUBLIC CONTRACTS: LABOR AND MATERIALS

S. 98-201. Provisions in public contracts: Payment of laborers and materialmen, and of contributions to industrial accident fund: Not permitting lien: Faithful performance bond: Hours of labor: Payment of claims by public officers: Industrial accident commission considered a person.

Every contract made with the state, county, school district, municipality, municipal corporation or subdivision thereof shall contain a condition that the contractor shall promptly, as due, make payment to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract, and shall also pay all contributions or amounts due the state industrial accident fund from such contractor or subcontractor incurred in the performance of said contract, and that said contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and a penal bond, with good and sufficient sureties, shall be required of each and every such contractor to secure the faithful performance of all the usual or particular obligations of such contract, especially the conditions herein mentioned, and every such contract shall contain a condition that no person shall be employed for more than eight hours in any one day, or 48 hours in any one week unless in case of emergency, when no other competent labor is available, and in such cases such laborer shall be paid double wages for all overtime, and such contract shall contain the further clause or condition that should any such contractor fail, neglect or refuse to make prompt payment of any claim for labor or services, furnished by any person in connection with such contract as said claim becomes due, whether said services and labor be performed for said contractor, or a subcontractor, then and in such event the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing such labor or services and charge the amount thereof against funds due or to become due said contractor by reason of his said contract, but the payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims. For the purpose of this act the state industrial accident commission is considered to be a person. (L.1913, ch. 1; L. 1913, ch. 61, S.1; L.1923, ch. 24; L.1929, ch. 137, S.1, p.106; 0.C.1930, S. 49-701.)

S. 98-202. Forfeiture clause.

Every such contract herein referred to shall contain a condition that the contract may be canceled at the election of the state, county, school district, municipality, municipal corporation or other subdivision concerned, for any wilful failure or refusal on the part of the contractor to faithfully perform the contract according to its terms as herein provided. (L.1913, ch. 1; L.1913, ch. 61, S. 3; O.L. S. 6720; O.C.1930, S. 49-703.)

S. 98-205. Action on bond: Application to officer: Name in which action brought: Assignment of claim and action on behalf of assignee: Recovery of attorney's fees: Preference of labor and material liens.

Any person who has supplied labor or material under the conditions herein provided, on making application to the proper officer in charge of such contract, together with a showing under oath what relation such person bears to such contract, or its performance, shall receive a certified copy of such contract and bond, as herein provided, and is hereby authorized to institute an action within two years after supplying such labor or materials, in the circuit court of this state or the federal court of this district, and not otherwise, against said contractor and sureties on his own relation, but in the name of the state of Oregon, or the county, school district, municipality, municipal corporation or other subdivision concerned, and to prosecute the same to final judgment and execution, for his own use and benefit, as the fact may appear.

All claims and account for the furnishing or supplying of labor and material or either, to any contractor as herein provided, shall be assignable by instrument in writing and subscribed by the person furnishing or supplying such labor or material, and the assignee shall have the same right and remedy against the contractor and the surety on the bond as is by this act given to or vested in such laborer or materialmen, and upon application to the proper officer in charge of such contract, together with a proper showing under oath what relation the assignor bears or bore to such contract or its performance, and the facts of the assignment, such assignee shall receive a certified copy of such contract and bond and is hereby authorized to institute an action within two years after supplying such labor or materials, in the circuit court of this state or the federal court of this district, and not otherwise, against said contractor and surety or sureties, on his or its relation, but in the name of the state of Oregon, or of the county, school district, municipality, municipal corporation or other subdivision concerned, and to prosecute the same to final judgment and execution for his or its own use and benefit, as the fact may appear.

In any action as hereinbefore provided, the prevailing party shall recover such attorney's fees therein as the court shall adjudge reasonable; provided, however, that all labor and material liens shall have preference and be superior to all other liens and claims of whatsoever kind or nature created by this act. (L.1913, ch. 1, S. 2; L.1913, ch. 61, S. 2; O.L. S. 6719; L.1921, ch. 342, S. 1, p. 653; O.C.1930, S. 49-702; L.1945, ch. 324.)

RECEIVED
NOV [illegible] 1948
FOR FILING
-8-3302
#3012

November 8, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Enclosed for your information is a copy of a letter to the State Highway Commission from Mr. F. Ashley, attorney at law, Brookings, Oregon, outlining the claim of Mr. T. H. Gurnsh, Brookings, against Shoreline Construction Company for services rendered in the amount of $37, for additional expense in the amount of $260 for repairs to Mr. Gurnsh's tractor, and $960 to date for loss of use of this tractor, which, Mr. Ashley states, was used by Shoreline Construction Company without authority.

From the information available we believe that this claim arises out of State Highway Contract No. 3012 with Shoreline Construction Company for rock production on the Hunter Creek-California State Line Section of the Oregon Coast Highway, in Curry County.

This information is given you since the Glens Falls Indemnity Company appears as surety on the bond furnished by Shoreline Construction Company in connection with this job.

Respectfully yours,

RHB:cm 11-9
Enc.

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Ben Pohle Insurance Agency
John H. Cobb
Shoreline Construction Co.
Floyd Quary

NOTED ON CARD
1-5-48 SC

REFERRED TO
Quary - Gurnsh
BY SECRETARY
note on card

November 8, 1948

Mr. Ed P. Ackley
Attorney at Law
P. O. Box 625
Brookings, Oregon

Dear Mr. Ackley:

In your letter of November 4, 1948, you advise the State Highway Commission of the claim of T. M. Gorsch, Brookings, Oregon, against Shoreline Construction Company for services rendered in the amount of $37 and damages and losses to him caused by the unauthorized use of his Caterpillar tractor in connection with contract of the Shoreline Construction Company for production of rock for use on the Hunter Creek-California State Line Section of the Oregon Coast Highway. You advise that repairs to the tractor amounted to $168 and that there has accrued to date for loss of use of the equipment the amount of $960.

In connection with this job Shoreline Construction Company was required to furnish a performance bond to guarantee satisfactory completion of the project and to protect claims that might arise. This bond was written by the Glens Falls Indemnity Company, for whom Ken Potts Insurance Agency, 339 Chemeketa Street, Salem, Oregon, is the local agent. I would suggest that you file your claim with the bonding company, which, no doubt, will give it every consideration. Your letter should be directed to John M. Coke, 1032 Yeon Building, Portland 4.

And further to protect your claim, I would suggest that you file an official notice with the Secretary of State in conformity with the provisions of the statutes covering such matters, a mimeographed copy of which I am enclosing for your ready reference.

Pursuant to our customary practice, I am also bringing this claim to the attention of the bonding company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ee
Enc.

NOTED ON CARD
11-5 45 BL

PHONE BROOKINGS 318

ED F. ACKLEY
ATTORNEY-AT-LAW
P. O. BOX 628
BROOKINGS, OREGON

November 4th, 1948.

State Highway Commission,
Salem, Oregon.

Gentlemen:-

On Sept. 20-21, 1948, the Shoreline Const. Co., 971 Edgewater Str. Salem, Oregon, employed T. M. Gorsch of Brookings (per signed daily time card in my possession) together with his cat tractor and the amount due and payable to Mr. Gorsch is $37.00. This has not been paid. This work was performed on a gravel pit, on the Chetco River, near Brookings, on state owned land and connected with repairs being made on Highway 101.

After performing the said work Mr. Gorsch parked his cat on the said state owned land preparatory to securing the use of a truck with which to haul the tractor away.

Due to the fact the the tractor had been used in water Mr. Gorsch removed the bottom plugs in order the the lubrication, which had become mixed with water, might drain out.

On October 11th, 1948, a crew was sent by the construction company to Brookings, together with a truck, for the purpose of removing a diesel engine, owned by the company and then located upon the said state land, to another location. In loading this diesel engine onto the truck, Mr. Gorsch's tractor was used without his consent or permission. When the Gorsch tractor was so used by the construction company the bottom plugs were not replaced. As a result the final drive cases of the tractor were severely injured.

ERED
B. GLAISYER

The cost to Mr. Gorsch in repairing his tractor, injured as the result of the negligence of the construction company is $168.00 The loss of use, because of said unwarranted negligence of the construction company, amounts as of this date to $960.00.

Since this act occurred on state property I respectfully inquire if the construction company has given you a sufficient bond to protect you if action is commended to secure damages. Also may I inquire if the State of Oregon is interested, and if so to what degree, in assisting Mr. Gorsch to collect the $37.00 due and owing to him for work performed.

Very truly yours,

Ed F. Ackley

NOTED ON CARD
11-8-48, C.S.

8-8302

7-3012

May 27, 1948

Shoreline Construction Co.
971 Edgewater St.
Salem, Oregon

Gentlemen:

We are sending you today by express copies of the contracts which were awarded to you by the State Highway Commission on May 24, 1948, as follows:

Contract No. 3011, Shoreline Construction Co., for Rock Production of the Brush Creek-Hunter Section of the Oregon Coast Highway in Curry County.

Contract No. 3012, Shoreline Construction Co., for Rock Production of the Hunter Creek-California State Line Section of the Oregon Coast Highway in Curry County.

Please execute these copies of contracts as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done fully executed copies will be returned to you for your files. We will also send copies to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12- page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

gw

RECEIVED
MAY 28 1948
FOR FILING
8-8312
#3012

May 26, 1948

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 24, 1948, awarded you the contracts for rock production on the Brush Creek-Hunter Creek and the Hunter Creek-California State Line Sections of the Oregon Coast Highway in Curry County. These awards were based on your low bids of $41,600 and $24,715 respectively submitted on that date.

Contract forms for these two jobs will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

by

cc - Mr. H. E. Probert

15-1016 Tolo Overcrossing,
Pacific Highway. 1948
#3013

RECEIVED
MAY 27 1949
FOR FILING

15-1016

3013

May 25, 1949

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by Tru-Mix Concrete Company, 248 McAndrews Road, Medford, Oregon, in the amount of $4,339.94. This claim has been filed against Snook Brothers in connection with their Contract No. 3013 for work on the Tolo Overcrossing on the Pacific Highway in Jackson County. The claim is for asphalt, materials and labor furnished.

According to our records the contract was completed on December 17, 1948, accepted by the Commission on January 24, 1949, and final payment made to the contractor on February 9, 1949.

This information is provided as the Maryland Casualty Company appears as surety on the bond executed in connection with Contract 3013.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Bauman & Rowland, Inc.
611 Henry Building
Portland, Oregon

Snook Brothers
329 North 12th Street
Corvallis, Oregon

NOTED ON CARD

4-25-49

MILES STUART

F. L. SOMERS

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
248 McAndrews Road
Telephone 2910

Medford, Oregon

Ready Mixed Concrete
Delivered to Job

Better Material
at Less Cost

May 20, 1949

Secretary of State,
State of Oregon
Salem, Oregon.

Notice hereby is given that the undersigned, TRU MIX CONCRETE COMPANY, has a claim for asphalt, materials, and labor in the sum of Four Thousand Three Hundred Thirty Nine and 94.100 Dollars ($4339.94) against the bond taken from the Maryland Casualty Co., (Hansen & Rowland Inc., 611 Henry Building, Portland, Oregon, Agents) for the work of SNOOK BROTHERS, Corvallis, Oregon, on Oregon State Contract No. 3013, Tolo overcrossing on the Pacific Highway in Jackson County.

We understand this job was completed December 17, 1948, and accepted by the Commission January 24, 1949.

Will you please acknowledge receipt of this notice.

Signed : MILES STUART

TRU MIX CONCRETE COMPANY

Miles Stuart.

rmk

ENDORSED:
File No. 3173
Filed May 23, 1949
EARL T. NEWBRY, Secretary of State

MILES STUART

F. L. SOMERS

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
248 McAndrews Road
Telephone 2910

Medford, Oregon

Ready Mixed Concrete
Delivered to Job

Better Material
at Less Cost

May 20, 1949

Secretary of State,
State of Oregon
Salem, Oregon.

Notice hereby is given that the undersigned, TRU MIX CONCRETE COMPANY, has a claim for asphalt, materials, and labor in the sum of Four Thousand Three Hundred Thirty Nine and 94.100 Dollars ($4339.94) against the bond taken from the Maryland Casualty Co., (Hansen & Rowland Inc., 611 Henry Building, Portland, Oregon, Agents) for the work of SNOOK BROTHERS, Corvallis, Oregon, on Oregon State Contract No. 3013, Tolo overcrossing on the Pacific Highway in Jackson County.

We understand this job was completed December 17, 1948, and accepted by the Commission January 24, 1949.

Will you please acknowledge receipt of this notice.

Signed : MILES STUART

TRU MIX CONCRETE COMPANY

Miles Stuart.

rmk

ENDORSED:
File No. 3173
Filed May 23, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 27 1949
FOR FILING

15-1016

3013

May 25, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3173, filed with your office by the Tru-Mix Concrete Company against Snook Brothers in connection with their Contract 3013 in the amount of $4,339.96.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

NOTED ON CARD
5-26-49, gk

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 23, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date, a notice of claim by Tru-Mix Concrete Company, for asphalt, materials and labor in the sum of $4,339.94, against the bond taken from the Maryland Casualty Company, Hansen & Rowland Inc., surety, for the work of Snook Brothers, Corvallis, Oregon principal, on Oregon State Contract no. 3013, Tolo overcrossing on the Pacific Highway in Jackson County.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

NOTED ON CARD
5-24-49 jk

RECEIVED
MAY 31 1949
FOR FILING

15-1016

3013

File
3013 Mrs. Lewis

May 27, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a letter from Pre-Mix Concrete Company canceling their notice of claim in the amount of $4,339.94, your file No. 3173, our Contract No. 3013 with Knock Brothers.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD

3013

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 25, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

Enclosed is a copy of a letter from Tru-Mix Concrete Company, cancelling their notice of claim received and filed in this office on May 23rd, our file no. 3173.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAY 26 1949
OREGON
STATE HIGHWAY COMMISSION

...TED ON CARD
5-26-49

RECEIVED
MAY 31 1944
FOR FILING

15-1016

3013

Mrs. Lewis

May 27, 1944

Maryland Casualty Company
Baltimore, 3, Maryland

Gentlemen:

There is attached a copy of a letter received by us from the Secretary of State signed by Tru-Mix Concrete Company cancelling their notice of claim dated May 20th against Smock Brothers for work done on our Contract No. 3013 on the Yale Overpass in Jackson County. This appears to be the claim concerning which we notified you on May 25th in the amount of $4,339.94.

This information is provided as the Maryland Casualty Company appears as surety on the bond executed in connection with Contract 3013.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
Attach.

cc - Hansen & Haviland, Inc.
611 Henry Building
Portland, Oregon

Smock Brothers
329 North 10th Street
Corvallis, Oregon

NOTED ON CARD

5-2749, 1C

COPY

MILES STUART

Ready Mixed Concrete
Delivered to Job

TRU-MIX CONCRETE CO.
GENERAL CONTRACTORS
248 McAndrews Road
Telephone 2910

Medford, Oregon

F. L. SOMERS

Better Material
At Less Cost

May 24, 1949

Secretary of State
State of Oregon
Salem, Oregon

Please cancel our notice of claim, dated May 20th., against the bond of SNOCK BROS, Corvallis, Oregon, for work done on State Contract # 3013, Tolo overpass in Jackson County.

Our account has been satisfied.

Very truly yours,

MILES STUART

Tru Mix Concrete Co.

Miles Stuart

RECEIVED
JAN 18 1949
FOR FILING

15-1016

3013

January 18, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No.3013, covering the Tole Overcrossing on the Pacific Highway in Jackson County, has been completed by the contractor, Snook Brothers, and that final payment in the amount of $4,108.08 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $50,526.32, of which amount $188.00 represents force account items. This contract was completed December 17, 1948 but has not been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held next week.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

1-18-49

RECEIVED
JUN 21 1948
FOR FILING

15 - 10 16
3013

June 18, 1948

Shook Brothers
329 North 18th St.
Corvallis
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3013, which was awarded to you on May 24, 1948 by the State Highway Commission, covering Hole Overcrossing widening on the Pacific Highway in Jackson County. This copy is for your record and files. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAY 28 1948
FOR FILING
15-1016

May 26, 1948

Snook Brothers
329 North 18th Street
Corvallis, Oregon

Filed in Const Projects Deadline

Gentlemen:

The State Highway Commission on May 24, 1948, awarded you the contract for the Yolo Overcrossing of the Pacific Highway in Jackson County. This award was based on your low bid of $52,212.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ar

cc - Mr. E. H. Prebert
Mr. G. S. Peterson

RECEIVED
FOR FILING
FORM E-30 SSM 12-47

15-1016

3013

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1948

SUBJECT: L 1521

To: Mr. W. C. Williams
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. K. D. Lytle

NOTED
W. C. WILLIAMS

L

Gentlemen:

Herewith I hand you copy of P. U. C. Order No. 19784 with reference to reconstruction of the Tolo Overcrossing over the tracks of Southern Pacific Company in Jackson County, Oregon, P. U. C. File F-2203.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
Encl.

P.U.C. OREGON ORDER NO. 19784

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for authority to widen an existing overcrossing structure over and across the tracks and right of way of Southern Pacific Company near Tolo, approximately 4.25 miles north of Central Point, on the Pacific Highway in Section 20, Township 36 South, Range 2 West, W. M., Jackson County, Oregon.	F-2203

Pursuant to statutory notice, the above entitled matter came on for hearing on Tuesday, May 4, 1948, at 10:05 A.M., in the Office of the Engineering Department of the Public Utilities Commissioner, Salem, Oregon, before David Don, Chief Engineer, sitting as Examiner for the Commissioner.

The following appearances are of record herein:

Alfred H. Corbett, Attorney, Portland, Oregon
In behalf of Southern Pacific Company

J. W. De Souza, Attorney, Salem, Oregon
In behalf of Oregon State Highway Commission

Whereupon evidence was introduced, the hearing concluded, and the matter submitted for determination. After due consideration of the record, evidence, and the law in the matter, and investigation in the field by his Engineering Department, the Commissioner makes and enters the following findings, conclusions, and order, to-wit:

F I N D I N G S

That the Commissioner received in his office on January 30, 1948, petition of Oregon State Highway Commission for authority to widen an existing overcrossing over the tracks and right of way of Southern Pacific Company at a point near Tolo, in Jackson County, Oregon.

That the existing overcrossing was constructed and maintained pursuant to Order No. 543 of the then Public Service Commission, dated October 6, 1919, in Case No. F-829, and the overcrossing is designated as No. C-449.7-A in the Commissioner's Catalog of the Crossings of the State of Oregon.

That due to the increase in vehicular traffic over the crossing, the widening of the overcrossing structure is necessary and proper for the service, convenience and safety of the public.

That the structure will be constructed by the Oregon State Highway Commission from state funds, and that Southern Pacific Company will be reimbursed for all necessary and proper expenditures in connection with the said project as allowed and not prohibited by General Administrative Memorandum No. 299, issued by the Public Roads Administration, and amendments and supplements thereto.

That during the construction of the new structure, it will be necessary to impair the vertical clearance to a point not less than 20 feet and the horizontal clearance for a distance of not less than 7 feet on each side of the center line of the track, and that Southern Pacific Company should provide the necessary flagmen, watchmen, or inspectors to safeguard railroad operations.

That should Southern Pacific Company requfre the construction of a second track at this location, the State of Oregon should be required to construct and maintain a retaining wall to hold the fills and thereby leave available the necessary horizontal clearances as outlined in the petition.

That Oregon State Highway Commission will not request of the Southern Pacific Company any cooperation in the cost of the project as no benefits will accrue to the railroad company by the construction of the overhead structure as contemplated in the petition.

That the Answer of Southern Pacific Company, received in the Commissioner's office on February 11, 1948, states in part:

> "* * * * it has no objection to an order granting the authority requested by said petition."

C O N C L U S I O N S

That the increased vehicular movements across the overhead structure authorized by Order No. 543 of the then Public Service Commission makes reconstruction thereof necessary and proper for the service, convenience and safety of the public, and the application of Oregon State Highway Commission to widen said structure should be granted.

Based on the foregoing findings of fact and conclusions, the Commissioner enters the following

O R D E R

IT IS ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to widen an existing overcrossing structure over and across the tracks and right of way of Southern Pacific Company near Tolo, approximately 4.25 miles north of Central Point, on the Pacific Highway, in Section 20, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon, be and the same is hereby granted.

IT IS FURTHER ORDERED that Southern Pacific Company shall be required to make the necessary revisions in telegraph lines which may be disturbed by the proposed construction, and provide necessary steel guard rails on the main line track from a point 100 feet northeast of the intersection of the center line of the highway to a point 100 feet southwest thereof, making a total length of guard rail of 400 feet.

IT IS FURTHER ORDERED that the cost of the construction of the overcrossing structure shall be at the expense of the State of Oregon as provided in the petition, and that Southern Pacific Company shall be reimbursed for all necessary and proper expenditures in connection with such construction.

IT IS FURTHER ORDERED that, upon the completion of the structure, Oregon State Highway Commission shall be required to maintain the overcrossing structure, including piers, abutments, deck, and roadway surface, and Southern Pacific Company shall be required to maintain its roadbed, ballast, tracks, and and other railroad facilities and appurtenances.

IT IS FURTHER ORDERED that the structure shall be constructed in a good and workmanlike manner, in substantial conformity to the plans and profiles attached to the petition and by this reference made a part hereof, and that during the construction the vertical clearance from the top of rail shall not be less than 20 feet, and that the horizontal clearances shall not be less than 7 feet on each side of the center line of the railroad company's track.

IT IS FURTHER ORDERED that, during the construction, Southern Pacific Company shall provide such watchmen, flagmen or inspectors as may be necessary to safeguard railroad operations, and that Southern Pacific Company shall be reimbursed for these services from the funds of the State of Oregon, by and through its State Highway Commission.

IT IS FURTHER ORDERED that the structure, when completed, shall maintain clearances with the railroad track in full compliance with the provisions of the Commissioner's Order No. 99.

IT IS FURTHER ORDERED that, should the Southern Pacific Company require the construction of a second track at this location, that the State of Oregon, by and through its State Highway Commission, shall be required to construct and maintain a retaining wall to hold the fills and thereby leave available horizontal clearances as provided in the plans attached to the petition.

IT IS FURTHER ORDERED that, upon completion, the structure shall retain the designation C-449.7-A for purposes of identification in the Commissioner's Catalog of the Crossings of the State of Oregon, and that Southern Pacific Company shall place such designation on the structure

in the customary manner.

Dated at Salem, Oregon, this 12th day of May, 1948.

JOHN H. CARKIN

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

124-1111 Mill Creek Bridge Sec, Silver Creek
Falls Second. St. Hwy. 1948
#3014

124-1111 Mill Creek Bridge Sec, Silver Creek Falls Second. St. Hwy. 1948

#3014

RECEIVED
APR 19 1949
FOR FILING
124-1111
3017

April 18, 1949

The Aetna Casualty and Surety Company
Yeon Building
Portland 7, Oregon

c/o Bohen, Lively and Pearson

Gentlemen:

We have your letter of April 12 in which you inquire as to the status of Contract 3014 with Archie R. Averill for bridge construction on the Silver Falls Secondary Highway in Marion County.

This contract was completed January 14, 1949, and accepted by the Commission February 28, 1949. Final payment was mailed to the contractor on March 9, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
C/O BATES, LIVELY & PEARSON
YEON BUILDING

PORTLAND 7, OREGON

April 12, 1949

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

RE: Bond 42 S 9863 - Archie R. Averill
Contract No. 3014

Referring to copies of your letters of February 2, 7 and 25, 1949 in connection with Contract No. 3014 for work on the Mill Creek Bridge on the Silver Falls Secondary Highway in Marion County, in which you advised the contract would no doubt be accepted by the Commission at their February 28, 1949 meeting. Will you kindly advise if contract has been accepted and final payment made so that we may retire our file on the matter?

Very truly yours,

H. P. Utterbury
BOND DEPARTMENT

HPA

RECEIVED
APR 13 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1949
FOR FILING

124-1111
3014

February 25, 1949

The Aetna Casualty and Surety Company
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway contract No 3014 for work on the Mill Creek Bridge on the Silver Falls Secondary Highway in Marion County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $1,745.00 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $58,166.69 and that no force account work was performed on the project. This contract was completed on January 14, 1949 and has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission meeting to be held February 28, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-25-49 gk

RECEIVED
FEB 7 1949
FOR FILING

124-1111
3014

February 7, 1949

Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

Please be advised that the State Highway Commission has now decided to make semi-final payment to Archie R. Averill on contract No. 3014, covering the Mill Creek Bridge on Silver Falls Secondary Highway in Marion County. This payment, in the amount of $3,660.85, will be made on or after February 17, 1949. The retained percentage is $1,745.00. In conformity with our previous letter, under date of February 2, 1949, we will release the final payment after the Commission has accepted the job.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-7-49 gl

RECEIVED
FEB 3 1949
FOR FILING

124-1111

301.4

February 2, 1949

Aetna Casualty and Surety Company
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No. 3044, covering the Mill Creek Bridge on Silver Falls Secondary Highway in Marion County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $5,405.85 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $58,166.69, and that no force account work was performed on the job. This contract was completed on January 14, 1949 but has not as yet been accepted by the Highway Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

el

Secretary

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-2-49 g

Form B-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 22, 1949

Section Mill Creek Bridge

Highway Silver Falls Secondary

Contractor Archie R. Averill

Date of contract May 24, 1948

Date work started June 8, 1948

Amount of contract $58,995.50

Kind of work Bridge, Grading & Paving

Section prefix I24-IIII

Contract number 3014

Date of completion Jan. 31, 1949

Estimated date of completion Jan. 31, 1949

Per cent of time elapsed 93.68 %

Estimated cost of completed project, exclusive of engineering $58,995.50

Per cent of contract completed, based on total contract price ____ %

Engineering cost to date $1645.32 McGee, Not Final cost

Date project was completed January 14, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

McGee & Garrow two days this week on final. Final consisting of 1" 100' hard copy, Cloth profile, book of notes, plotted X-sections, pad of computations, 6 copies estimate sheet, all transmitted to Mr Eason Tuesday.

Completed

Signed J. F. McGee

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

E. L. ROGERS
COMMISSIONER

RECEIVED
JUL 9 1948
FOR FILING
Telephone 4420

GRANT MURPHY
COUNTY JUDGE

ROY J. RICE
COMMISSIONER

MARION COUNTY, OREGON
COURTHOUSE
Salem, Oregon

July 7, 1948

124-111
3.914

NOTED
R. B. GLAISYER

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

We wish to thank you for the favorable action on our request for the bridge you are replacing on Highway No. 222 near the State Penitentiary.

Our Engineer will contact your Engineering Department as to time and details of moving the bridge.

Very sincerely yours,

Grant Murphy

Grant Murphy
County Judge

GM:rs

COPIES TO Baldock
Williams
Olson

RECEIVED
JUL 9 1948
OREGON
STATE HIGHWAY COMMISSION

COMMISSIONERS
E. M. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
BAKER

RECEIVED
JUL 6 1948
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

124-1111
3014

July 1, 1948

Hon. Grant Murphy
County Judge, Marion County
Courthouse
Salem, Oregon

Dear Judge Murphy:

In your letter of June 22, 1948, directed to the Oregon State Highway Commission, you ask the Commission to give to Marion County the narrow bridge located on State Highway No. 222 at the north Mill Creek crossing near the State Penitentiary when the new bridge at this location has been completed.

Your request was presented to the State Highway Commission at its meeting on Monday of this week, and you will be glad to know that the Commission approved your request on the condition that you will remove the old structure from the premises at no cost whatsoever to the state when the new bridge has been completed and opened to traffic.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. W. C. Williams
Mr. G. S. Paxson

RECEIVED
JUN 25 1948
FOR FILING

124-1111
3014

June 25, 1948

Mr. Archie R. Averill
Route 9, Box 874
Portland 2
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 1014, which was awarded to you on May 24, 1948 by the State Highway Commission, covering the Mill Creek Bridge Section on the Silver Falls Secondary Highway, in Marion County. This copy is for your record and files. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 28 1948
FOR FILING
124-111
-2-14

May 26, 1948

Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Sir:

The State Highway Commission on May 24, awarded you the contract for construction of a highway roadbed and surfacing and a reinforced concrete viaduct on the Silver Creek Falls Secondary State Highway near the State Penitentiary at Salem in Marion County. This award was based on your low bid of $58,845.30 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

by

cc - Mr. S. H. Purbeck
Mr. C. S. Fuhrman

26-1084 Failing School Pedestrian Over-Crossing, Front Ave. & Hooker St.

#3015

1948

RECEIVED
MAY 31
FOR FILING

Files

26-1084

3015

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 27, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	7797	3015	5-final	C. M. Corkum Company	500.00	351024	h.g.
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Time extension without penalty and accepted.

saw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD

5-31-49

Approved H B Glaisyer
Secretary

RECEIVED
MAY 9 - 1949
FOR FILING

126-1084

3015

May 5, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

Please be advised that State Highway Contract No. 3015, covering the Hooker Street Pedestrian Overcrossing on Front Avenue at Failing School, in Multnomah County, has been completed by the contractor, C. M. Corkum Company, and that final payment in the amount of $500.00 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $15,899.83, and that no force account work was completed on the project. This contract was completed April 26, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as the surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Legal Department

NOTED ON CARD
5-15-49 gl

RECEIVED
JAN 10 1949
FOR FILING

26-10-8:1

3015

January 7, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to C.H. Gerlaw Co., on contract No. 3015, covering the Hooker Street Pedestrian Overcrossing on Front Avenue, at Failing School, in Multnomah County. This payment, in the amount of $1,240.63, will be made on or after January 17, 1949. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

1-7-49 gl

RECEIVED
DEC 31 1948
FOR FILING

26-1084

3015

December 31, 1948

C.H. Cerkum Company
430 S.W. Harrison St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 28, 1948, had under discussion your request for an extension of time of 183 days, from November 30, 1948 to June 1, 1949, within which to complete your contract No. 3015, for the Front Aye.Section at Failing School, in Multnomah County

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Yours very truly

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Mr. F.E. Eacon

Mr. W.A. Reeves

NOTED ON CARD

12-31-48 gf

RECEIVED
DEC 16 1948
FOR FILING

26-1084
30/3

December 15, 1948

Request for extension of time No. 6. Last request for December 30 and 31 granted

State Highway Commission

Gentlemen:

Re: Bolsa Street Pedestrian Overcrossing
Contract No. 3015
C. H. Gerken Company, Contractor

Herewith request for an extension of time from November 30, 1948 to and including June 1, 1949, for the completion of the work on the Bolsa Street Pedestrian Overcrossing.

This structure was completed within the time allowed except for the final coat of paint on the steel girders. Due to inclement weather, it has been found advisable to request the contractor to delay this painting until spring. Because of this, it is recommended that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Attached
CEP:gm
cc H. B. Glasmyer
R. E. Baldock
W. C. Williams
G. E. Pumyea
W. A. Reeves

RECEIVED
DEC
FOR FILING
26-1084
3015

November 30, 1945

C. H. Cottam Company
430 S. W. Harrison St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1945, had under discussion your request for an extension of time of 30 days, from October 31 to November 30, 1945, within which to complete your contract No. 3015 for the Hooker Street Pedestrian Overcrossing on Front Avenue at Failing School, in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

W. A. Reeves

NOTED ON CARD

11-30-45 gl

RECEIVED
OCT 28 1948
FOR FILING

26-1084
3015

4-of

October 22, 1948

Request for extension of time
No. 16
November 3 and 4 meeting

State Highway Commission

Gentlemen:

Re: Harbor Street Pedestrian Overcrossing
Contract No. 3015

Herewith copy of a request for an extension of time from October 31, 1948 to and including November 30, 1948, for the completion of the work on the Harbor Street Pedestrian Overcrossing on the Front Avenue project in Portland, C. M. Corfoot Company, contractors.

This structure requires several steel girders. These steel girders were ordered from the rolling mills on June 4 but were not received at the fabricating plant in Portland until October 12. The fabrication and erection will require the additional requested time. In view of these conditions it is recommended that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

S. H. Baldock
State Highway Engineer

Attached
CHP CM
cc H. B. Glatzmyer
S. H. Baldock
W. C. Williams
G. S. Paulsen
W. A. Reeves

RECEIVED
JUN 21 1948
FOR FILING

26-1084

3015

June 18, 1948

C. M. Corkum Company
430 S. W. Harrison St.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3015, which was awarded to you on May 24, 1948 by the State Highway Commission, covering Hooker Street Pedestrian Overcrossing over Front Avenue at Failing School, in Multnomah County. This copy is for your files. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

RECEIVED
MAY 28 1948
FOR FILING
26-1084
3015

May 26, 1948

S. M. Gorham Company
430 Southwest Harrison
Portland, Oregon

Gentlemen:

The State Highway Commission on May 24, 1948, awarded you the contract for the Failing School Pedestrian Overcrossing over Front Avenue at Hooker Street in Portland, Multnomah County. This award was based on your low bid of $17,310.95 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. S. S. Pearson

218-1044 Construct Three Bridges over Sprague River, Sprague River Hwy. 1948

#3016

RECEIVED
FEB 21 1951
FOR FILING

218-1044

3016

February 20, 1951

Mercer Steel Company, Incorporated
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention Mr. Neil A. Austin

Gentlemen:

We acknowledge with thanks your letter of February 19 advising that the claim recently filed with this office against Perkins Brothers for construction of 3 bridges over the Sprague River in Klamath County was paid in full on February 9.

Your claim was filed against State Highway Contract No. 3016 with Perkins Brothers and your release of claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ehr

NOTED ON CARD
2-22-51, JF

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES

2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

February 19, 1951

Oregon State Highway Commission
Salem, Oregon

3016

Gentlemen:

Recently we filed claim with your office against the bond of Perkins Brothers on their contract with the State Highway Commission for construction of three bridges over the Sprague River.

Please be advised that we have received payment in full for material we furnished on this contract on February 9th. We therefore release the claim we have mentioned above.

Very truly yours,

MERCER STEEL COMPANY, INC.

Neil A. Austin

Neil A. Austin

NAA:me

RECEIVED
FEB 20 1951
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
2-20-51

RECEIVED
FEB 21 1951
FOR FILING

218-1044

3016

February 20, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have today received a letter from the Warner Steel Company, Incorporated, dated February 19, in which they advise as follows:

"Recently we filed claim with your office against the bond of Perkins Brothers on their contract with the State Highway Commission for construction of three bridges over the Sprague River.

"Please be advised that we have received payment in full for material we furnished on this contract on February 9th. We therefore release the claim we have mentioned above."

This claim was filed against State Highway Contract No. 3016, awarded to Perkins Brothers for the construction of 3 bridges over the Sprague River in Klamath County.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with Contract No. 3016.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAGrather

cc Herbert and Bates
Perkins Brothers
Members of the Commission
R. H. Baldock
V. G. Williams

FOR FILING

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 20, 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

NOTED
F. QUERY

Dear Sir:

We received in today's mail the enclosed copy of a letter from Mercer Steel Company, Inc. advising that they had received payment in full for claims against the bond of Perkins Brothers on their contract with the State Highway Commission for construction of three bridges over the Sprague River, our file numbers 3248 and 3270.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FEB 21 1951
STATE HIGHWAY COMMISSION

NE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
2555 N. W. Nicolai Street
Portland 10, Oregon

February 19, 1951

Secretary of State
Salem, Oregon

Dear Sir:

Recently we filed claim with your office against the bond of Perkins Brothers on their contract with the State Highway Commission for construction of three bridges over the Sprague River.

Please be advised that we have received payment in full for material we furnished on this contract on February 9th. We therefore release the claim we have mentioned above.

Very truly yours,

MERCER STEEL COMPANY, INC.

NEIL A. AUSTIN
Neil A. Austin

NAA:me

2-20-51

RECEIVED
FEB 8 1951
FOR FILING

218-1044

3016

Mrs Lewis

February 8, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge the receipt of three copies of a claim filed with your office by Hoover Steel Company in the sum of $2,130.82 against Perkins Brothers for materials furnished them in their operations on State Highway Contract No. 3016.

This claim bears your file No. 3270.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-5-51 lg

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 7, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of Feb. 5th, attaching the notice of claim of Mercer Steel Company, Inc. against Perkins Brothers in the sum of $2,130.82 in connection with State Highway Contract No. 3016.

The notice of claim has been filed today, our file No. 3270, and we are enclosing the usual copies for your records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FEB 8 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
2-8-51 JC

RECEIVED
FEB 8 1951
FOR FILING

218-1044

3016

February 8, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Mercer Steel Company against Perkins Brothers in the amount of $2,130.82. This claim is for materials furnished to the contractor for the construction of three bridges over the Sprague River in Klamath County, State Highway Contract No. 3016.

We note that on December 19, 1950, Mercer Steel Company filed a claim against this contract in the amount of $8,938.69. On December 29, 1950, final payment was made to the contractor, assigned to your company, in the amount of $6,807.87. The difference between the amount of the original claim and the amount of the final payment is the same as the amount of this latest claim.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham and Bates
901 S. W. Washington Street
Portland, Oregon

Perkins Brothers
8535 S. E. Stark Street
Portland, Oregon

POSTED ON CARD
Posting

Portland, Oregon
February 1, 1951

To: Earl T. Newbry, Secretary of State
of the State of Oregon, and/or

H. B. Glaisyer, Secretary, Oregon
State Highway Commission:

Notice hereby is given that the undersigned, Mercer Steel Co., Inc., an Oregon corporation, has a claim for materials furnished, i.e., reinforcing steel, in the sum of $2,130.82 against the bond taken from Perkins Brothers, General Contractors, Portland, Oregon, as principal and United Pacific Insurance Company, an insurance corporation duly authorized to transact a surety business in the State of Oregon, as surety, for the work of:the construction of three bridges over the Sprague River in Klamath County, Oregon, Oregon State Contract No. 3016.

MERCER STEEL CO., INC.

BY H. D. MERCER
President

STATE OF OREGON)
) ss
County of Multnomah)

On this 1st day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. D. Mercer, who is known to me to be the President of Mercer Steel Co., Inc., the within named corporation, and who executed the foregoing Notice, and acknowledged to me that he executed the same and acknowledged said Notice to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year last above written.

R. M. ANDERSON
Notary Public for Oregon
My Comm.Expires: 3-29-52

(SEAL)

ENDORSED
File No. 3270
Filed, Feb. 7, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
FEB 8 1951
FOR FILING

218-1044

3016

February 6, 1951

Benson and Davis
Attorneys at Law
306 Public Service Building
Portland 4, Oregon

Attention: Mr. Alan F. Davis

Gentlemen:

We have your letter of February 1 to which was attached a notice of claim addressed to the Secretary of State in which Mercer Steel Company files a claim against Perkins Brothers in the sum of $2,130.82. This claim is for reinforcing steel furnished to the contractor on State Highway Contract No. 3016 for construction of three bridges over the Sprague River in Klamath County. The notice of claim will be forwarded to the Secretary of State for filing in his office and will also be noted in our records.

From previous correspondence in connection with the Mercer Steel Company claim against Perkins Brothers, it is noted that the claim as originally filed was $8,928.69 and that the amount of final payment made to the contractor assigned to the United Pacific Insurance Company was in the sum of $6,807.87. Final payment was made on December 29. The difference between the amount of the original claim and the amount of the final payment is $2,130.82 which is the amount of claim as stated in your letter of February 1.

Because of restricted mailing facilities due to the railroad strike the certified copy of the contract and bond is being forwarded by express.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 2/5

NOTED ON CARD
2-6-51 C

BENSON AND DAVIS
ATTORNEYS AT LAW

HARVEY S. BENSON
ALAN F. DAVIS

ATWATER 7464
306 PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

February / ,1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

As one of the attorneys for Mercer Steel Co.,Inc., an Oregon corporation, I hereby present to you with the request that you file the same pursuant to Chapters 1 and 2, Title 98, O.C.L.A., the enclosed Notice of Claim for materials furnished on a contract with the Oregon State Highway Commission, the particulars of which are set forth in the claim.

You are advised that six months has not expired since the completion and acceptance of said contract.

It would be appreciated if you would forward to this office a certified copy of said contract and the bond.

Very truly yours,

Alan F. Davis
Alan F. Davis

AFD:d

REFERRED TO Gurney
BY SECRETARY
send him certified copy of contract. forward attached claim to secty of state. make copies for our files and for forwarding to surety & contractor — also for common, Scholz & Smithson.

RECEIVED
FEB 5 1951
OREGON
HIGHWAY COMMISSION

2-5-51

RECEIVED
FEB 8 1951
FOR FILING

218-1044

3016

February 5, 1951

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

Attached hereto is a notice of claim received in this office but directed to your attention in which Mercer Steel Company, Inc. files a claim against Perkins Brothers in the sum of $2,130.82 for materials furnished the contractor in the construction of three bridges over the Sprague River in Klamath County, State Highway Contract No. 3016.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

Portland, Oregon
February 1, 1951

To: Earl T. Newbry, Secretary of State
of the State of Oregon, and/or

H. B. Glaisyer, Secretary, Oregon
State Highway Commission:

Notice hereby is given that the undersigned, Mercer Steel Co., Inc., an Oregon corporation, has a claim for materials furnished, i.e., reinforcing steel, in the sum of $2,130.82 against the bond taken from Perkins Brothers, General Contractors, Portland, Oregon, as principal and United Pacific Insurance Company, an insurance corporation duly authorized to transact a surety business in the State of Oregon, as surety, for the work of: the construction of three bridges over the Sprague River in Klamath County, Oregon, Oregon State Contract No. 3016.

MERCER STEEL CO., INC.

By /s/ H. D. Mercer
President

NOTED ON CARD
2-5-51 jf

STATE OF OREGON)
) ss
County of Multnomah)

On this 1st day of February, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. D. MERCER, who is known to me to be the President of Mercer Steel Co., Inc., the within named corporation, and who executed the foregoing Notice, and acknowledged to me that he executed the same and acknowledged said Notice to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year last above written.

/s/ R. M. Anderson
Notary Public for Oregon
My Comm Expires: 3-29-52

(Seal)

RECEIVED
FEB 6 1951
FOR FILING
218-1044
3016
OFFICE OF SECRETARY

files

OREGON STATE BOARD OF CONTROL

SALEM

MEMBERS
DOUGLAS McKAY . . . GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER

ROY H. MILLS . . . . SECRETARY

February 1, 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
State Office Building

Dear Mr. Glaisyer:

We are enclosing 3 copies of Notice of Claim which has been filed by the Mercer Steel Company, Inc. against the bond furnished by Perkins Brothers in connection with State Highway Contract No. 3016.

This notice was attached to some correspondence sent to us from the Secretary of State's office and apparently should have gone to you.

Yours very truly,

Roy H. Mills
Secretary

RHM:MM
encl.

Mr. Glaisyer:
Mabel

REFERRED TO
Jenny
BY SECRETARY

usual letter
what's status of this job?

RECEIVED
STATE

COPY

COPY

[redacted]hone Atwater 0141

MERCER STEEL COMPANY, Inc.
Reinforcing Steel and Specialties
255 N. W. Nicolai Street
PORTLAND 10, OREGON

November 17, 1950

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

Notice hereby is given that the undersigned, Mercer Steel Co., Inc., has a claim for concrete reinforcing steel and black annealed wire in the sum of $8,938.69 against the bond taken from the United Pacific Insurance Company; Durham and Bates, 901 S. W. Washington Street, Portland 5, Oregon, agent, for the work of Perkins Brothers, 8535 S. E. Stark Street, Portland, Oregon on state highway contract No. 3016 for construction of three (3) bridges over the Sprague River in Klamath County, Oregon.

Very truly yours,

MERCER STEEL CO., INC.

BY: NEIL A. AUSTIN
Neil A. Austin

NA A:dh

COPY

Endorsed:
File No. 3248
FILED DECEMBER 11, 1950
EARL T. NEWBRY, Secretary of State

The claim got mixed up in the destroyed State office in Dec. I ordered the girls prepare them & on Dec 21 we got the correct notice of Claim & notified the Surety & Contractor. on Dec 29 final payment was mailed assigned to the surety.

F. Q.

RECEIVED
DEC 29 1950
FOR FILING

Files

218-1044

3016

December 29, 1950

Malcolm H. Hunter
Auditor

You are holding in your safe the warrant covering final payment to Perkins Brothers in connection with their Contract No. 3016 for the construction of three bridges over Sprague River in Klamath County. The warrant is made payable to the order of Perkins Brothers, assigned to the United Pacific Insurance Company.

This note is simply to inform you that it is satisfactory to release the warrant immediately in conformity with the provisions of the assignment. It should be mailed to the United Pacific Insurance Company, Board of Trade Building, Portland 4, attention of Mr. Lynch.

Secretary

MHH/fm

(Dictated but not read)

cc - Floyd Young

NOTED ON CARD
12-29-50, gl

December 29, 1950

Edward T. Lynch, Attorney in Fact
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Lynch:

Reference is made to your letter of December 4, 1950, relative to the payment of the final estimate to Perkins Brothers in connection with their Contract No. 3016 for the construction of three bridges over Sprague River in Klamath County.

I am pleased to inform you that it has been decided to release the final warrant in connection with this job, notwithstanding the claim of the Mercer Steel Company in the amount of $8,938.69. The final payment is assigned to the United Pacific Insurance Company, the warrant to be mailed in conformity therewith. It is expected that the full amount thereof will be applied to the payment of the claim of the Mercer Steel Company, which is the only unpaid claim on record in the office of the State Highway Commission.

Very truly yours,

MEC/Sm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Perkins Brothers, Contractors
Floyd Query

NOTED ON CARD
12-29-50, gl

December 14, 1950

Mr. Edward T. Lynch
Attorney in Fact
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Lynch:

This is a tardy reply to your letter of December 4 concerning the final payment to Perkins Bros. for work performed under State Highway Contract No. 3016 for the construction of three bridges over Sprague River in Klamath County.

In your letter you give your formal consent to making of final payment to Perkins Bros. in connection with this job, notwithstanding the claim of Mercer Sand Company in the amount of $8,938.69. I am sorry but the present policy of the State Highway Commission precludes releasing this final payment until evidence has been received to the effect that outstanding claims have been satisfied. The exception is that were a bond filed guaranteeing payment of the claim, and releasing the State Highway Commission, its agents and employes from liability in connection with any claim, then we should release the final payment.

The Highway Commission's Chief Counsel is out of state at present and is not expected to return until the early part of next week. I will consult him and ascertain whether or not the final payment can be released on any other basis.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ds

noted gl

3016

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

December 4, 1950

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Aubject: Bond #98062 Perkins Bros. Contract No. 3016

Gentlemen:

Thank you very much for your letter of November 29, 1950 concerning the payment of the final estimate to Perkins Bros. in connection with their contract No. 3016 with the State Highway Commission for the construction of three bridges over Sprague River on the Sprague River Highway in Klamath County.

You have advised that in accordance with the Highway Commission's policy, you are not at liberty to release the final amount until you have evidence to the effect that the claim of Mercer Steel Company in the amount of $8,938.69 has been paid.

It is our opinion that the State Highway Commission takes this stand inasmuch as you have not received formal consent from the surety company for payment of this final estimate. You may, therefore, accept this letter as formal consent of the United Pacific Insurance Company as surety to make final payment of the money now due Perkins Bros. and assigned to this company.

If this letter fulfills the requirements of the State Highway Commission in connection with this matter, it shall be appreciated if the final check in the amount of $6,807.87 can be mailed at the earliest possible date inasmuch as it is badly needed to pay off bills accrude in connection with the performance of this contract.

Thank you very much for your co-operation in this matter.

Yours very truly

Edward T. Lynch

Edward T. Lynch
Attorney in Fact

ETL:lg

RECEIVED
DEC 5 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
H. B. GLAISYER

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

(over)

RECEIVED
DEC 2 1 1950
FOR FILING

218-1044

3016

3016 Mrs Lewis

December 21, 1950

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of December 19 to which was attached three copies of a claim filed with your office by Herrese Steel Company against Perkins Brothers. This claim, in the sum of $8,936.69, is for steel and wire furnished Perkins Brothers on State Highway Contract 3016 for the construction of three bridges over the Sprague River in Klamath County.

This claim bears your file No. 3248.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12-21-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 19, 1950

3016

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mercer Steel Co., Inc., 255 N. W. Nicolai Street, Portland 10, and filed as of December 11, 1950, a notice of claim for concrete reinforcing steel and black annealed wire in the sum of $8,938.69 against the bond taken from Perkins Brothers, 8535 S. E. Stark St., Portland, Oregon, principal, and the United Pacific Insurance Company; Durham and Bates, 901 S. W. Washington Street, Portland, 5, Oregon, agent, as surety, for the construction of three (3) bridges over the Sprague River in Klamath County, Oregon our file No. 3248.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

The enclosed copy of notice of claim is a duplication of the copies which were prepared and enclosed with a letter of December 11th, but which evidently failed to reach your office.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
DEC 20 1950
OREGON
STATE HIGHWAY COMMISSION

Mrs Lewis

December 21, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Warner Steel Company, Inc., against Perkins Brothers. This claim, in the amount of $8,938.69, is for steel and wire furnished the contractor in connection with State Highway Contract 3016 for construction of three bridges over the Sprague River in Klamath County.

This information is furnished as the United Pacific Insurance Company appears as surety on the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

cc - Durham & Bates
908 S. W. Washington
Portland 5, Oregon

Perkins Bros.
8535 S. E. Stark Street
Portland, Oregon

NOTED ON CARD

12-21-50, g C

COPY

COPY

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.
Reinforcing Steel and Specialties
255 N. W. Nicolai Street
PORTLAND 10, OREGON

November 17, 1950

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

Notice hereby is given that the undersigned, Mercer Steel Co., Inc., has a claim for concrete reinforcing steel and black annealed wire in the sum of $8,938.69 against the bond taken from the United Pacific Insurance Company; Durham and Bates, 901 S. W. Washington Street, Portland 5, Oregon, agent, for the work of Perkins Brothers, 8535 S. E. Stark Street, Portland, Oregon on state highway contract No. 3016 for construction of three (3) bridges over the Sprague River in Klamath County, Oregon.

Very truly yours,
MERCER STEEL CO., INC.

BY: NEIL A. AUSTIN

Neil A. Austin

NAA:dh

COPY

Endorsed:
File No. 3243
Filed December 11, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
DEC 19 1950
FOR FILING

218-1044
3016

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 11, 1950

12-14-50.
wrong copies of claim were attached. Sent them back to Miss Libby. She will send correct copies.
7Q

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received from Mercer Steel Co., Inc., 255 N.W. Nicolai Street, Portland 10, Oregon, and filed as of this date, a notice of claim for concrete reinforcing steel and black annealed wire in the sum of $8,938.69 against the bond taken from Perkins Brothers, 8535 S.E. Stark Street, Portland, Oregon, principal, and the United Pacific Insurance Company; Durham and Bates, 901 S.W. Washington Street, Portland 5, Oregon, agent, as surety, for the work of Perkins Brothers on state Highway Contract No. 3016 for construction of three (3) bridges over the Sprague River in Klamath County, Oregon.
Our File No. 3248

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

noted, gk

RECEIVED
DEC 14 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1950
FOR FILING

218:1074
3016

December 6, 1950

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. Hall A. Austin

Gentlemen:

We have your letter of December 5 concerning notice of a claim as stated in your previous letter of November 17.

Your letter of November 17 was acknowledged on November 21, but apparently has gone astray. A copy of our letter of that date is attached.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES

2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

3016

December 5, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: H.B. Glaisyer

Gentlemen:

On November 17th we notified you that we were filing on the bond of the construction firm of Perkins Brothers of Portland on State Highway Contract 3016. Our records indicate we have not received an acknowledgment of this claim from you.

We would appreciate receiving a copy of such acknowledgment for our records.

Very truly yours,

MERCER STEEL COMPANY, INC.

BY: Neil A. Austin
Neil A.Austin

NAA:mo

04 11-21 wrote ack. enclosing exempt from law
am't of claim 8938.69

RECEIVED
DEC 6 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
BY SECRETARY

Jeremy
Mepawaty

RECEIVED
NOV 30 1950
FOR FILING

Files

218-10-7

3016

November 29, 1950

E. T. Lynch, Manager
Fidelity and Surety Department
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Lynch:

Reply is made to your letter of November 15, 1950, concerning the payment of the final estimate to Perkins Bros. in connection with their Contract No. 3016 with the State Highway Commission for the construction of three bridges over Sprague River on the Sprague River Highway in Klamath County.

I wrote you on August 9, 1950, that the Highway Commission was about ready to make final payment for this job. I wrote you further on October 23 advising that final payment had been revised and would be released on or after November 2, 1950. At that time there was a claim on file by Mr. O. A. McCord. This claim subsequently was paid; however, in the meantime a claim in the amount of $8,938.49 was filed by Warner Steel Co., Inc., for steel furnished to the project. The amount of the claim is in excess of the final amount due Perkins Bros., and in accordance with the Highway Commission's policy we are not at liberty to release the final amount until we have evidence to the effect that the claim has been paid.

This accounts for the fact that the warrant has not been delivered to date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC/fm

cc - H. E. Hanks
Floyd Quesy

NOTED ON CARD

11-29-50

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

November 15, 1950

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Subject: Perkins Bros. Contract No. 3016

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Your office advised in your letter of October 23, 1950 that State Highway Contract No. 3016 covering the construction of three bridges over the Sprague River on the Sprague River Highway in Klamath County was completed by the contractor, Perkins Bros. and revised final payment in the amount of $6,807.87 was to be made on or after November 2, 1950. This payment has been assigned to the United Pacific Insurance Company.

We have not as yet received this final payment and are wondering what may be causing the delay. We are advised that the O. A. McCord claim has been settled and, therefore, we have no record of any claims against the job.

The final payment in the amount of $6,807.87 is badly needed to pay off bills accrued in connection with the performance of this contract and we should, therefore, appreciate early payment of this money.

Your advices in line with the above will be appreciated.

Yours very truly

E. T. Lynch

E. T. Lynch, Manager
Fidelity and Surety Department

ETL:lg

ANSWERED
H. B. GLAISYER

11-16-50

RECEIVED
NOV 16 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 27 1950
FOR FILING

218-1044

301b

301b Files

November 21, 1950

Mercer Steel Company, L.S.
2555 Northwest Nicolai Street
Portland 10, Oregon

Gentlemen:

This is to acknowledge your letter of November 17 advising that you have a claim in the amount of $8,938.69 against Perkins Bros. in connection with their operations on State Highway Contract No. 3016 for the construction of three bridges over Sprague River in Klamath County. This contract was completed on June 23, 1950 and accepted by the Commission August 21, 1950. Final payment, however, has not yet been made.

The surety on this contract is United Pacific Insurance Company whose agent in this instance is Durham and Bates, 901 S. W. Washington, Portland 5.

This, apparently, is the same claim concerning which you wrote to Mr. Reeves on November 2, 1950.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the job it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing there is attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:MD 11/20
Attach.

NOTED ON CARD
11-21-50

PHONE ATWATER 9141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES

2555 N. W. NICOLAI STREET

PORTLAND 10, OREGON

November 17, 1950

3016

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer

Gentlemen:

Notice hereby is given that the undersigned, Mercer Steel Co., Inc., has a claim for concrete reinforcing steel and black annealed wire in the sum of $8,938.69 against the bond taken from the United Pacific Insurance Company; Durham and Bates, 901 S.W. Washington Street, Portland 5, Oregon, agent, for the work of Perkins Brothers, 8535 S.E. Stark Street, Portland, Oregon on state highway contract No. 3016 for construction of three (3) bridges over the Sprague River in Klamath County, Oregon.

Yours very truly,

MERCER STEEL CO., INC.

BY: Neil A. Austin
Neil A. Austin

NAA:dh

CC: Durham and Bates

RECEIVED
STATE HIGHWAY ENGINEER

BY SECRETARY

11-20-50, gl

November 21, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have today received a letter dated November 17 from Warner Steel Company, 2555 N. W. Nicolai Street, Portland 10, advising that they have a claim against Perkins Bros. for reinforcing steel and wire in the sum of $8,938.69. This undoubtedly is the same claim concerning which we notified you on November 7. This claim is filed in connection with State Highway Contract No. 3016 awarded to Perkins Bros. for construction of three bridges over the Sprague River Klamath County Road.

This information is furnished as the United Pacific Insurance Company appears as surety on the bond furnished in connection with Contract 3016.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md 11/20

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Perkins Bros.
8585 S. E. Stark Street
Portland, Oregon

NOTED ON CARD
11-21-50 SF

RECEIVED
NOV 14 1950
FOR FILING

218-1044

3016

3016 Files

November 13, 1950

Mr. O. A. McCord
4444 Crosby Avenue
Klamath Falls, Oregon

Dear Mr. McCord:

We acknowledge with thanks your letter of November 7 concerning Perkins Brothers State Highway Contract No. 3016, advising that on November 4 you received a check from them in the sum of $354.10 being payment in full of your claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
11-13-50 gr

Klamath Falls, Oregon
Nov. 7, 1950

Oregon State Highway Commission,
Salem, Ore.:

In regard to Perkins Bros account State highway contract No. 3016. I am pleased to advise you of check received dated Nov. 4, 50 for the sum of $354.10 payment in full. Thanking you for your kind consideration in this matter.

I remain
Your truly
O. G. McCord.
4444, Crosby Ave.
Klamath Falls,
Ore.

Giving - Mrs Lewis
BY SECRETARY

Upon usual letter
send a card

NOTED ON CARD
11-10-50, gl

RECEIVED
NOV 10 1950
OREGON
STATE HIGHWAY COMMISSION

November 13, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from O. A. McCord, 4444 Crosby Avenue, Klamath Falls, in which he advises as follows:

"In regard to Perkins Bros account State Highway Contract No. 3016 I am pleased to advise you of check received dated Nov. 4, '50 for the sum of $354.30 payment in full. Thanking you for your kind consideration in this matter."

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with State Highway Contract 3016.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham and Bates
900 S. W. Washington
Portland 5, Oregon

Perkins Brothers
8535 S. E. Stark Street
Portland, Oregon

NOTED ON CARD
11-13-50 gf

RECEIVED
DEC 13 - 1951
FOR FILING

Files

218 - 1044

3016

OREGON STATE HIGHWAY COMMISSION
(date)
November 10, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3016	22-final	Perkins Brothers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18440	R3690	$ 6,807.87	11/10/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1949

Time Extensions: Extended to June 23, 1950 without penalty

Completion Date: June 23, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: There is a claim filed against this contract by Mercer Steel Co.,Inc. for materials furnished in the amount of $8,938.69.

Remarks:

Final warrant to be released pursuant to advice from Chief Counsel notwithstanding above claim.

Date: 12-29-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 29 1950
A. A. Weichlander

NOTED ON CARD
12-29-50, gl

RECEIVED
NOV 8 - 1950
FOR FILING

218-1044
3016

November 8, 1950

Mr. O. A. McCord
~~1111~~ Crosby Avenue
Klamath Falls
Oregon

Dear Mr. McCord:

Under date of November 4 Perkins Brothers, contractor for constructing three bridges on the Sprague River Highway in Klamath County, notified us they had paid the balance of your claim against contract No. 3016, in the amount of $354.10.

Will you kindly confirm the payment of your claim in full for our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON CARD
11-8-50 EL

PERKINS BROTHERS
GENERAL CONTRACTORS
8535 S. E. STARK STREET KENWOOD 6414
PORTLAND 16, OREGON

Nov. 4, 1950

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H. B. Glaisyer, Secretary

Dear Sirs:

We wish to advise that the claim of $354.10 filed by O. A. McCord against State Highway Contract No. 3016, Sprague River Bridges with Perkins Bros. has been paid by us in full.

Very truly yours,

PERKINS BROS.
D. M Perkins
D. M. Perkins

DP/fp

cc- E. T. Lynch
United Pacific Insurance Co.
627 Board of Trade Building
Portland 4, Oregon

cc- Vic Risley
Durham & Bates
901 S. W. Washington
Portland 5, Oregon

RECEIVED
NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-8-50 GL

RECEIVED
NOV 8 - 1950
FOR FILING

218-1044

3016

November 7, 1950

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Gentlemen:

Your letter of November 2nd addressed to Mr. Reeves has been referred to this office for reply.

State Highway Contract No. 3016 for construction of three bridges over Sprague River in Klamath County was awarded to Perkins Brothers May 25, 1948. The contract was completed on June 23, 1950, and accepted by the Commission on August 21, 1950. Final payment, however, has not yet been made.

The United Pacific Insurance Company provided the performance bond for the above contract. Their agent in this instance is Burbank and Bates, 901 S. W. Washington, Portland 5.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-7-50

PHONE ATWATER 0141

MERCER STEEL COMPANY

REINFORCING STEEL AND SPECIALTIES

2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

November 2, 1950

Mr. Reeves
State Highway Dept.
Salem, Oregon

30.16

Dear Sir:

Enclosed please find copy of a letter we are sending today to Perkins Brothers regarding payment of their account.

Will you please let us know the name and address of their bonding company on the Sprague River and Lone Pine Bridge jobs.

Very truly yours,

MERCER STEEL COMPANY, INC..

By:
D. E. Mercer

DEM/NAA:ch
Enclosure

RECEIVED
NOV 3 1950
STATE HIGHWAY COMMISSION

11-3-50

cc: Mr. Reeves
State Hwy Dept., Salem

November 2, 1950

Perkins Bros.
8535 S. E. Stark
Portland, Oregon

Gentlemen:

This company has since February 1949 carried substantial amounts in your open account with us for materials we have furnished for use on various jobs for the State of Oregon. During that time we have received comparatively small collections on the account so that at the present time the unpaid balance which extends over the period through February 1949 totals $8938.69.

Please accept this letter as your notice that we are unable to continue indefinitely extending credit to you with our hopes of receiving payment constantly being put off from week to week and month to month. If this account is not paid in full within the next 14 calendar days, we will have to file on your bond for the jobs concerned.

We sincerely regret the necessity of doing this, but know that you will understand that for almost 21 months this company has given you substantial financing at no cost to you, and we are unable to continue this indefinitely. Also, various members of this company have spent considerable time in collection efforts consisting of calls and letters to your office and to the Highway Department in Salem.

We appreciate your efforts to obtain payment from the State for these jobs and to pass any money on to us which you received. But inasmuch as the account remains open with the unpaid balance mentioned above, we find it necessary to take this action to obtain payment.

Very truly yours,

MERCER STEEL COMPANY, INC..

By:
D. E. Mercer

DEM/MAA:ch

11-3-50

RECEIVED
NOV 8 - 1950
FOR FILING

218-1044

3016

November 7, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached hereto is a copy of a letter, the original of which is addressed to Perkins Brothers, from the Mercer Steel Company, Inc., concerning a balance owed by Perkins Brothers for materials on several jobs. No specific State Highway Contract is mentioned, but this information is being forwarded to you as it appears that a part of the claim may be in connection with State Highway Contract No. 3016 awarded to Perkins Brothers for construction of three bridges over Sprague River in Klamath County. This contract was completed on June 23; accepted by the Commission on August 21, 1950. Final payment, however, has not yet been made.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham and Bates
901 S. W. Washington Street
Portland 5, Oregon

Perkins Bros.
8535 S. E. Stark Street
Portland, Oregon

NOTED ON CARD
11-7-50

RECEIVED
NOV 1 - 1950
FOR FILING

218-1044
3016

October 31, 1950

Mr. O. A. McCord
4444 Crosby Avenue
Klamath Falls, Oregon

Dear Mr. McCord:

This is to acknowledge your letter of October 25 advising us that Perkins Brothers have paid you $200.00, leaving an unpaid balance of $354.10 in connection with your claim against them on the construction of the Sprague bridges on the Sprague River Road in Klamath County.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

NOTED ON CARD
12-31-5

Klamath Falls Ore.
Oct 25, 1950

State Highway Commission
Salem Oregon.

Dear Sirs:

In reply to your letter of Oct. 23, 1950 in regard to Perkins Bros account of $554.10 Contract No. 3016.

They have made two one hundred dollar payments since then, on or near Oct 10, '50. $100.00 Oct 18, '50. $100.00. Which leaves the unpaid balance of $354.10

Yours truly
O a McCord
4444 Crosby Ave.,
Klamath Falls Ore.

RECEIVED
OCT 30 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-30-50

10-31-50 JK

October 31, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter dated October 25 from O. A. McCord in which he advises that Perkins Brothers paid on or near October 10, 1950, the sum of $100.00 and on October 18 another $100.00, leaving an unpaid balance on their claim in the amount of $354.10. This is the claim concerning which you were originally notified on June 29, 1950, and again on August 18, 1950. This claim was filed against State Highway Contract No. 3016 with Perkins Brothers for the construction of three bridges on the Sprague River Road in Klamath County.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Pdmd 10/30

cc - Perkins & Bolon
911 S. W. Washington
Portland 5, Oregon

Perkins Brothers
6235 S. E. Stark Street
Portland, Oregon

RECEIVED
OCT 24 1950
FOR FILING

218-1044

3016

October 23, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14
Washington

Gentlemen:

Please be advised that State Highway Contract No. 3016, covering construction of three bridges over Sprague River on the Sprague River Highway in Klamath County, has been completed by the contractor, Perkins Bros., assigned to your Company, and that revised final payment in the amount of $6,807.87 will be made on or after November 2, 1950.

There is still an unpaid balance of $554.10 on the claim filed by O. A. McCord against this job, of which you have been previously notified.

We wish to advise that the revised total contract amount is $138,417.51, and that no force account work was performed on the project. This contract was completed on June 23 and accepted by the Commission on August 21, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Durham & Bates

NOTED ON CARD

10-23-50, JK

RECEIVED
OCT 24 1950
FOR FILING

218-1044

3016

October 23, 1950

Mr. O. A. McCord
4444 Crosby Ave.
Klamath Falls
Oregon

Dear Sir:

Will you please advise us as to whether or not the balance of your claim, in the amount of $554.10, filed against State Highway Contract No. 3016, covering construction of three bridges on the Sprague River Highway in Klamath County, has been satisfied.

The Highway Commission will make revised final payment on this contract within ten days from the above date unless we hear from you that the claim has not been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

voted on card
D.L.

RECEIVED
OCT 17 1950
FOR FILING

218-1044

3016

mu terminé
3016

October 10, 1950

Mr. O. A. McCord
4444 Crosby Avenue
Klamath Falls, Oregon

Dear Mr. McCord:

I have just received your notice dated October 4, 1950, advising the amount of the balance of your claim against Perkins Brothers for sand and gravel furnished them in connection with their contract No. 3016 with the State Highway Commission for construction of three bridges on the Sprague River County Road.

I presume that you have also filed the official notice with the Secretary of State pursuant to the instructions contained in the laws covering such matters. I believe I sent you previously an excerpt from the laws, but just in case you do not have it immediately available I enclose another copy. I suggest, also, that you file notice of your claim with the surety on the bond furnished by the contractor in connection with this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HMO:ed
Enc.

cc - Floyd Query

NOTED ON CARD
10-10-50 gf

F 3016

Klamath Falls Oregon.
October 4, 1950.

To Oregon State Highway Commission;

Notice is hereby given that the undersigned, O.A. McCord has claim for the sale of sand and gravel, a balance in the sum of $554.10, Five Hundred Fifty Four dollars and ten cents, against the bond taken from United Pacific Insurance Company for whom Durham and Bates are local agents. with offices at 901 S.W. Washington St. Portland 5. Oregon.

For the work of selling and delivering sand and gravel to Perkins Bros. for three bridges on the Sprague River Road.

State Highway contract No. 3016.

O a McCord.

4444 Crosby Ave.

FILED

NOTED ON CARD

10-4-50

RECEIVED
AUG 31 1950
FOR FILING

218-1044

3016

August 30, 1950

Perkins Bros.
8535 S. E. Stark St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 21, 1950, had under discussion your request for an extension of time of 24 days, from May 30 to June 23, 1950, within which to complete your contract No. 3016 covering construction of three bridges over Sprague River on the Sprague River Highway in Klamath County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Mr. E. Chandler,
Division Engineer

E. W. Moore,
Resident Engineer

E. A. Reeves

NOTED ON CARD

8-30-50, gc

RECEIVED
AUG 24 1950
FOR FILING

218-1044

3016

August 24, 1950

United Pacific Insurance Company
Medical Arts Building
Tacoma 1, Washington

Attention: Mr. Harold L. Hoskins

Gentlemen:

This is to acknowledge your letter of August 16 in which you make inquiry as to the status of final payment on State Highway Contract 3016 with Perkins Brothers, your bond No. 98062.

In our letter of August 9 we advised that final payment would be made after acceptance by the Commission. This contract was accepted by the Oregon State Highway Commission at its meeting August 21, and it is expected that final payment will be made under the terms of the assignment to your Company within a few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 8/23

UNITED PACIFIC
Insurance Company

MEDICAL ARTS BUILDING

TACOMA 1, WASHINGTON

August 16, 1950

RECEIVED
AUG 17 1950
SECRETARY

accepted 8-21-50

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Re: Bond #98062 - Perkins Bros.
Our File BB60-304

Gentlemen:

This is to acknowledge receipt of your letter of August 9, 1950, advising that State Highway Contract #3016, covering three bridges over the Sprague River on the Sprague River Highway in Klamath County have been completed by the contractor, Perkins Bros., and that final payment in the amount of $4,765.36 will be made after acceptance by the Highway Commission. You further acknowledge assignment made by the contractor of all funds due under the contract to United Pacific Insurance Company.

We will appreciate your advice as to date of acceptance by the Highway Commission in your letter of transmittal of final payment, stated in the amount of $4,765.36. Thank you kindly.

Very truly yours,

Harold L. Hawkins
Legal Department

HLH:os

RECEIVED
AUG 18 1950

RECEIVED
AUG 21 1950
FOR FILING

218-1044

3016

August 18, 1950

Mr. O. A. McCord
4444 Crosby Avenue
Klamath Falls, Oregon

Dear Mr. McCord:

This is to acknowledge your letter of August 14 in which you advise that Perkins Bros. have paid $660.00 on your claim, leaving a balance of $654.10 still due. This is in connection with State Highway Contract 3016 awarded to Perkins Bros. for construction of three bridges over Sprague River in Klamath County. This job was completed June 23, 1950, and it is contemplated that it will be accepted by the Commission at its meeting August 21 and 22. In the normal course of events final payment will be made to the contractor shortly thereafter.

If you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the job we again suggest that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Law outlining the procedure necessary to make such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD

8-15-51

August 16, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from O. A. Mallard, 4444 Crosby Avenue, Klamath Falls, advising that he has received from Perkins Bros. the sum of $600.00, leaving a balance due him of $454.10. Knowledge of this claim was first received in this office on June 29, 1950.

This information is provided as the United Pacific Insurance Company appears as surety on the bond executed in connection with Contract No. 3016 awarded to Perkins Bros. for the construction of three bridges over Sprague River in Klamath County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Durham and Bates
901 S. W. Washington Street
Portland 5, Oregon

Perkins Bros.
6535 S. E. Stark Street
Portland, Oregon

NOTE ON CARD
8-18-50 gk

Klamath Falls Oregon.
August 15, 1950

State Highway Commission.
Salem,
Oregon.

Dear Sirs:

Your letter of Aug. 9, 1950 received, in reard to Perkins Bros. contract No. 3014. My claim for $1,254.10.
Since writing you I have received payments in the amount of $600.00 from Perkins Bros.
Which leaves a balance of $654.10 due me.
I thank you for your kind consideration in this matter.

Yours truly,
O. A. Fitz Coed.
4444 Crosby Ave.
Klamath Falls
Oregon.

REFERRED TO Irwin Lewis
BY SECRETARY
proper unsold letters
note on card

NOTED ON FILE
8-17-50

RECEIVED
AUG 17 1950
STATE HIGHWAY COMMISSION

RECEIVED
AUG - 9 1950
FOR FILING

218-1044

3016

August 9, 1950

Mr. O. A. McCord
4444 Crosby Ave.
Klamath Falls
Oregon

Dear Sir:

Please be advised that the State Highway Commission is about to make final payment to Perkins Bros., assigned to United Pacific Insurance Company, for work on contract No. 3016 covering three bridges on the Sprague River Highway in Klamath County.

Our records show a claim filed by you against this job for sand and gravel furnished in the amount of $1,254.10. Will you please advise this office of the present status of the above claim. If we do not hear from you regarding this matter within ten days we will consider the claim has been satisfied and will release the final warrant as soon as possible thereafter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

NOTED ON CARD
8-9-50

RECEIVED
AUG - 9 1950
FOR FILING

218-1044
3016

August 9, 1950

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Please be advised that State Highway Contract No. 3016, covering three bridges over Sprague River on the Sprague River Highway in Klamath County, has been completed by the contractor, Perkins Bros., assigned to your Company, and that final payment in the amount of $4,765.36 will be made after acceptance by the Highway Commission.

There is a claim filed against this project by O. A. McCord, of which you have been previously notified, in the sum of $1,254.10.

For your information we wish to advise that the total contract amount is $136,375.00, and that no force account work was performed on the job. This contract was completed on June 23, 1950 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CARD
8-9-50 gl

RECEIVED
MAY 31 1950
FOR FILING

218-1044

3016

[redacted]

[redacted]

[redacted]

RECEIVED
FOR FILING

F.1-5

218-1044

2016

July 3, 1950

Mr. C. A. McCord
Lilak Crosby Ave.
Klamath Falls, Oregon

Dear Mr. McCord:

I have just received your letter of June 29, advising of your claim against Perkins Bros. for sand and gravel furnished them in connection with their contract with the State Highway Commission for construction of three bridges on the Sprague River Road, State Highway Contract No. 3016.

In connection with all State Highway Contracts, the successful bidder is required to furnish the State a surety bond for the protection of claims, as well as to guarantee satisfactory completion of the project. Such a bond was furnished by Perkins Bros. in connection with the construction of the Sprague River Bridges. It was written by the United Pacific Insurance Company, for whom Durham and Bates are local Agents, with offices at 901 S. W. Washington St., Portland 5, Oregon.

Our records disclose that this project was completed by Perkins Bros. on June 23, 1950, and will be presented for formal acceptance by the State Highway Commission at its next meeting on July 10 and 11. The bonding company is held responsible and liable for the payment of the claim for six months subsequent to the acceptance of the project by the Highway Commission if no formal filing of the claim has been made; but if you file a claim with the Secretary of State prior to the expiration of such six-month period, then the bonding company is held responsible and liable indefinitely.

I enclose a mimeographed excerpt from the Oregon laws relative to the filing of claims against public contracts.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HEG:mm

Enc.

NOTED ON CARD

7-3-50, gk

Klamath Falls, Ore.
June 29, '50

State Highway Dept.
Salem, Ore;

Dear Sirs;

I have furnished Perkins Bros. of Portland, Ore. All the sand & gravel for the construction of the three state bridges. Bedford, Long Pine and Sprague River.
And now they have completed them.
All through the job they have been very slow paying me. The balance due me is, $1254.10.
Would you please advise me how to collect this.

Yours Truly,
O. A. McCord.
4444- Crosby Ave.
Klamath Falls,
Ore.

RECEIVED
JUL 3 1950
OREGON
STATE HIGHWAY DEPARTMENT

NOTED ON CARD
7-3-50 JK

RECEIVED
BLAISYER

Klamath Falls, Ore.
June 29, '50

State Highway Dept.
Salem, Ore;

Dear Sirs;

I have furnished Perkins Bros. of Portland, Ore. all the sand & gravel for the construction of the three state bridges. Bedford, Long Pine and Sprague River.
And now they have completed them.
All through the job they have been very slow paying me. The balance due me is, $1254.10.
Would you please advise me how to collect this.

Yours Truly,
O. A. McCord.
4444- Crosby Ave.
Klamath Falls,
Ore.

RECEIVED
JUL 3 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-3-50 JE

REGISTERED
B. GLAISYER

RECEIVED
JUN 14 1950
FOR FILING

218-10441

3016

June 13, 1950

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 1h, Washington

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Perkins Bros., assigned to your Company, on contract No. 3016 covering construction of three bridges over Sprague River on the Sprague River Highway in Klamath County. This payment, in the amount of $7,173.89, will be made on or after June 23, 1950. The retained percentage is $4,070.40.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

6-13-50 gl

RECEIVED
APR 27 1950
FOR FILING

219-1074
3016

April 27, 1950

Mr. M. H. Hanke
Auditor

Attached is a copy of a letter I have today addressed to Mr. John Lichty, Attorney for the United Pacific Insurance Company, in connection with a new assignment made by Perkins Bros. to United Pacific Insurance Company on State Highway Contract No. 3016. I attach a copy of the release of assignment mentioned in the letter to Mr. Lichty, duly certified for delivery to the Secretary of State, and also an extra copy of the release for your file. Enclosed also are two signed copies of the new assignment in favor of the United Pacific Insurance Company, one of which is to be delivered to the Secretary of State, and the other for your records. I have retained the original.

The new assignment is satisfactory, and future payments to Perkins Bros. in connection with this job should be made in conformity therewith. Warrants should be mailed to the United Pacific Insurance Company, Board of Trade Building, Portland, Oregon, attention, Mr. Lynch, in conformity with instructions contained in the letter I have received from Mr. Lichty, dated April 13, 1950, copy of which I enclose.

Secretary

HBO:ts
Enclosures - 6
cc - P. A. Query

NOTED ON CARD
4-27-50 OK

April 27, 1950

Mr. John Libby
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Libby:

Upon my return from the meeting of the Highway Commission yesterday, I found on my desk the release of the United States National Bank of Portland, Oregon, Pennsylvania Branch, of the assignment from Perkins Bros. in connection with State Highway Contract No. 3016, for the construction of three bridges on the Sprague River Road, Klamath County.

This release satisfies the requirements, and I am so notifying the Auditor, Mr. M. K. Hunter, to whom I am also sending a copy of the new assignment from Perkins Bros. to the United Pacific Insurance Company. Future payments to Perkins Bros. will be made in conformity with the provisions of this new assignment, and as requested by you in your letter of April 13, the warrants will be sent to the United Pacific Insurance Company, Board of Trade Building, Portland, Oregon, attention, Mr. Lynch.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HKH:bs

cc - M. K. Hunter (2)
F. A. Query

Mr. Query: Attached is the release of assignment referred to in the above letter. Also attached is the original of the new assignment in favor of the United Pacific Insurance Company. Please file these in Contract No. 3016 after they have been recorded on Mrs. Lewis' card.

NOTED ON CARD
4-27-50 gl

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 6478

April 17,
1 9 5 0

Mr.H.B. Glaysier, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 3016- Perkins Bros.
Sprague River Road Bridges

Dear Herb:

Following up my letter of last week, I enclose herewith the release of the United States National Bank of Portland, Oregon.

This should remove any objection to making payments to the United Pacific Insurance Company under this contract.

Yours very truly,

John Lichty

John Lichty

JL:m

Enc.

cc: Mr. Lynch
United Pacific Insurance Company

attached release is signed by an officer of the main branch of the bank. I phoned Mr Lichty 4/18 about this and he said he would receive release from the Pendleton branch in as much as the original was in favor of that branch - not

NOTED
H. B. GLAISYER

NOTED ON CARD
4-18-50 GL

RELEASE OF ASSIGNMENT

The undersigned, The United States National Bank of Portland, Oregon, Main Branch, does hereby consent to the cancellation and release of the assignment heretofore made to it by Perkins Bros., a partnership consisting of David M. Perkins and George J. Perkins, Jr., of moneys due or to become due to the said Perkins Bros. in connection with their contract No. 3016 with the Oregon State Highway Commission for the building of three bridges on the Sprague River Road in Klamath County, Oregon.

IN WITNESS WHEREOF the said United States National Bank of Portland, Oregon, Main Branch, has caused these presents to be executed by its duly authorized officer this 14th day of April, 1950.

UNITED STATES NATIONAL BANK OF PORTLAND
Oregon (Main Branch)

By _____
vice president

April 17, 1950

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Lichty:

I have just received your letter of April 13, transmitting original and two copies of an assignment by Perkins Bros. to the United Pacific Insurance Company of all moneys now due, or hereafter to become due them in connection with their Sprague River Bridge Contract No. 3016.

This assignment appears to be in satisfactory form, and we will be pleased to honor it as soon as we receive a full release from the United States National Bank of Portland, to whom Perkins Bros. gave a previous assignment. As soon as this new assignment to the United Pacific Insurance Company is in effect, we will mail future warrants to the United Pacific Insurance Company, Board of Trade Building, Portland, attention, Mr. Lynch, pursuant to instructions in the second paragraph of your letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ts 4/14

cc - H. H. Hawks (2)
F. A. Quarg

NOTED ON CARD
4-17-50 GL

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

Copies to M. V. Hawke
J. A. Leary

April 13,
1 9 5 0

Mr. H. B. Glaysier, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Herb:

I enclose herewith assignment from Perkins Bros. to the United Pacific Insurance Company of moneys due or to become due under their contract No. 3016 with the commission for the building of three bridges on the Sprague River Road in Klamath County, Oregon.

Checks in payment of estimates should be sent to the United Pacific Insurance Company, Board of Trade Building, Portland, Oregon, Attention Mr. Lynch.

There has been a previous assignment in this matter to the United States National Bank of Portland, and I just talked to Mr. Powers, the vice president in charge of this matter and he advises he will release their assignment.

I am preparing the release and will forward it to you shortly.

Yours very truly,

John Lichty

JL:m

Enc.

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
4-14-50 S P

RECEIVED
MAR
FOR FILING

218-1044

3016

March 28, 1950

Perkins Bros.
6535 S. E. Stark St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on March 21, 1950, had under discussion your request for an extension of time of 150 days, from December 21, 1949 to May 20, 1950, within which to complete your contract No.3016 for construction of three bridges over Sprague River on the Sprague River Highway in Klamath County.

I am pleased to inform you that the Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

W. A. Reeves

NOTED ON CARD
3-28-50; g(

RECEIVED
MAR 8 1950
FOR FILING

218-1044
3.16

March 7, 1950

Request for Extension of Time
No. 5
March 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Sprague River Bridges
Fredine Bros., Contractors
Contract No. 3016

Herewith copy of a request for a second extension of time, from December 31, 1949 to and including May 30, 1950, in which to complete the contract for the construction of the three Sprague River bridges on the Sprague River Highway in Klamath County.

Because of the danger of damage in placing concrete, we directed that this project be discontinued until suitable weather this coming spring. Two of these structures are substantially complete and can be used at such time as the approach roadways are possible. Some work yet remains to be done on the third structure, and the approach embankment, which the Indian Service is planning with its own crews, has not been completed.

It is recommended that the extension, to and including May 30, 1950, be granted without penalty to the contractor. This is a State Project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
JAN 11 1950
FOR FILING

218-1044

3016

January 9, 1950

Perkins Bros.
8535 S. E. Stark St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 61 days, from October 31 to December 31, 1949, within which to complete your contract No. 3016 covering construction of three bridges over Sprague River on the Sprague River Highway in Klamath County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

MMC:gl

cc: Wm. E. Chandler,
Division Engineer

W. A. Reeves

NOTED ON CHW
1-9-50 gl

RECEIVED
DEC 2 1949
FOR FILING

218-1044
3016

November 28, 1949

Request for Extension of Time
No. 30
November 19 and 30 working

State Highway Commission

Gentlemen:

Re: Sprague River Bridges
Perkins Bros., Contractors
Contract No. 3016

Herewith copy of a request for an extension of time in which to complete the construction of the three bridges over Sprague River, on the Chiloquin-Sprague River Indian Service Road in Klamath County. This request is for an extension of 45 days, from October 2, 1949 to December 31, 1949.

The reasons for the extension as set forth by the contractor are sound, and it is recommended that the extension be granted without penalty to the contractor. This is a State project and concurrence of the Bureau of Public Roads in this recommendation is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

CHP:gm

RECEIVED
OCT 26 1949
FOR FILING

218-1044

3014

October 24, 1949

J. C. Carlson, Manager
The United States National Bank
Peninsula Branch
N. Philadelphia Ave. and Jersey Street
Portland 3, Oregon

Dear Mr. Carlson:

This acknowledges your letter of October 22, 1949, transmitting an original and one copy of an assignment given by Percival Brothers to the United States National Bank of Portland, Peninsula Branch, of all moneys that become due them on and after November 10, 1949, in connection with their Contract No. 3246 with the State Highway Commission for the construction of three bridges on the Sprague River Road in Klamath County. This also acknowledges a letter from the United Pacific Insurance Company, dated October 21, 1949, consenting to this assignment without prejudice to the bond.

The assignment seems to be satisfactory, and we are honoring it. All moneys payable to Percival Brothers for work performed during the month ending November 10, 1949, and thereafter, will be made payable to them in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEK:ts

cc - United Pacific Ins. Co.
Board of Trade Bldg.
Portland, Oregon

cc - K. K. Mumbo (2)
F. A. Query

NOTED ON CARD
10-24-49 gl

Mr. Query: I attach the original of the assignment, and the letter from the surety company consenting thereto. I also attach Mr. Carlson's letter. These three papers should be fastened in the contract. Copies of the letter should be sent to the general files with a note on them as to where the originals may be found. The duplicate assignment has been sent to the auditing department together with copies of the two letters mentioned above.

all reverse side

Mr. Hunker Attached is an executed duplicate of the assignment mentioned above, together with copies of the consent of the surety and letter from the United States National Bank. Please note in the letter from that bank that the assignment is not to take effect until payment is made to Perkins Bros. for work performed during the month ending November 10, 1919.

COPY

COPY FOR MR Query
From [illegible] Secretary

PENINSULA BRANCH
THE UNITED STATES NATIONAL BANK
of Portland, Oregon

N. Philadelphia Avenue and Jersey Street
Portland 3, Oregon

October 22, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

We enclose herewith original and one copy of assignment of claim in which Perkins Bros. assign to this bank monies due them under their State Highway contract #3019, construction of three bridges on the Sprague River Road in Klamath County. These assignments are not to take effect until payment is made to Perkins Bros. for work performed during the month ending November 10, 1949.

We also are enclosing to you a letter signed by the United Pacific Insurance Company in which they consent to this assignment.

Yours very truly,

/s/ J. C. Carlson

J. C. Carlson

M A N A G E R

Original of this letter filed in contract #3016

NOTED ON CARD

10-24-49 gp

COPY FOR MR. Lucy
Secretary

Portland, Oregon
October 21, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: Perkins Bros. Contract No. 3016
Sprague River

The undersigned, United Pacific Insurance Company, is surety for Perkins Bros. in connection with the above contract.

Perkins Bros. are assigning to the United States National Bank of Portland, Oregon, Peninsula Branch, all future estimates to them in connection with this contract.

This assignment is consented to by us without prejudice to the bond.

UNITED PACIFIC INSURANCE COMPANY

By T. C. Orr /s/
Attorney in fact and Oregon
Branch Manager

Original of this letter filed in contract #3016

NOTED ON CARD
10-24-49 gl

October 14, 1949

The United States Nat'l. Bank
of Portland
Main Branch
321 S. W. Sixth Avenue
Portland, Oregon

Attention: A. L. Powers, Vice President

Dear Mr. Powers:

In response to a telephonic request from Mr. John Libby, Attorney for the United Pacific Insurance Company, surety on the bond furnished by Perkins Bros. in connection with their contract No. 3016 with the State Highway Commission for the building of three bridges on the Sprague River road in Klamath County, I have prepared and enclose an original and four copies of the form of assignment whereby Perkins Bros. assigns to the United States National Bank of Portland, Oregon, Main Branch, all sums now due or hereafter to become due them in connection with this job.

Please have all members of the Perkins Bros. partnership execute these forms and return the original and one copy to this office. Please also furnish a letter from the United Pacific Insurance Company consenting to the assignment without prejudice to the bank. We will be pleased to honor the assignment if executed by the surety, and thereafter the warrants issued in payment for work performed under this contract will be prepared in conformity with the terms of the assignment.

It is my understanding from Mr. Libby that this assignment is not to take effect until payment is made to Perkins Bros. for work performed during the month ending November 10, 1949, so payments now in process will be handled in the same manner that they have been handled in the past.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHB:ks
Encl.

cc - Mr. John Libby
Mr. H. H. Hewkin (2)
Mr. F. A. Quarg

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100

($ 10.00) Dollars, to U.S. paid, me hereby sell, assign and transfer the within claim for all monies now due and which may hereafter become due us from the State of Oregon for work performed under State Highway Contract #6 2016, construction of 2 bridges on Sprague River Road, Klamath County to The United States National Bank of Portland, Oregon, Main Branch and authorize and empower said " " " " " " " " " " to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this ..... day of ....., 19 49

Executed in the presence of us as witnesses:

..... Perkins Bros.

..... by .....

STATE PRINTING DEPT. by - - - - - - - - - - - -

John Liddy

Pertains to
Agreement 3016

Encl
assignment
dated Nov. 10

A.L. Powers V.P.
U.S. Bank, Main

RECEIVED
OCT 14 1949
FOR FILING

218-1044
3016

October 14, 1949

Patrick Lumber Co.
Terminal Sales Bldg.
Portland 5, Oregon

Attention: J. C. Patrick

Dear Mr. Patrick:

In your letter of October 13, which I have just received, you request the name of the surety on the bond furnished by Perkins Brothers in connection with their contract No. 3016 with the State Highway Commission for the construction of three bridges on the Sprague River Road, Klamath County.

The records disclose that this bond was written by the United Pacific Insurance Company, for whom Dunham and Estes are local agents. Their address is 921 S. W. Washington Street, Portland 5, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:te

INCORPORATED JANUARY 1915

PATRICK LUMBER CO.

WHOLESALE

PORTLAND 5, OREGON

C. C. PATRICK, PRES.
W. A. BRUSHOFF, V. PRES.
A. W. ANDERSON, SECY.
JOHN C. PATRICK, TREAS.

PHONE BEACON 1188
TERMINAL SALES BLDG.
TELETYPE PDSN
CABLE ADDRESS PATCO

Oct. 13, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention Mr. H. B. Glaisyer

As advised previously we have been furnishing lumber to Perkins Brothers on their contract #3016 for the construction of three bridges on the Sprague River Highway, Klamath County.

As they are slightly in arrears on payments and as we understand the completion date is close at hand we would appreciate it if you would ~~appreciate it if you would~~ advise us the name of the bonding company who have furnished the performance bond on this job.

Yours very truly

PATRICK LUMBER COMPANY

By Jack Patrick
J. C. Patrick

JCP:LD

RECEIVED
OCT 14 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 1 1948
FOR FILING

218 - 1044

3016

#5166

June 25, 1948

Mr. Wally M. Hector
County Engineer, Klamath County
Courthouse
Klamath Falls, Oregon

Dear Mr. Hector:

I am referring your letter of June 18 to the Bridge Engineer, who will confer with you with reference to this matter. The contract for the Sprague River Bridges has already been let and does not provide for any definite schedule of construction. We will have to talk to our contractor and ascertain from him whether your proposal would seriously inconvenience his operation.

Very truly yours,

R. H. Baldock
State Highway Engineer

CSP BD

cc C. S. Paxson

RECEIVED
JUN 24 1948
FOR FILING

218-1044

3016

June 22, 1948

Mr. Wally M. Hoster
County Engineer, Klamath County
Courthouse
Klamath Falls, Oregon

Dear Mr. Hoster:

I am referring to Mr. R. H. Baldock, State Highway Engineer, your letter of June 18 directed to me in which you ask that the state contractor for the construction of the three bridges on the Sprague River give first attention to the construction of the bridge in the town of Sprague River.

I am sure that Mr. Baldock will give every consideration to your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:ec 6-23

cc - Mr. A. W. Schamp
Mr. R. H. Baldock

WALLY M. HECTOR
COUNTY ENGINEER

ROAD DEPARTMENT

OFFICE OF
KLAMATH COUNTY ENGINEER
COUNTY COURT HOUSE
KLAMATH FALLS, OREGON

June 18, 1948

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Regarding the recent let contract for the construction of the three (3) bridges on Sprague River, we would like to ask you consideration of our problem.

It is this. The bridge in the town of Sprague River, which now serves traffic on this road, is in very poor condition and at any time could be rendered useless due to excessive loads.

If at all possible the county would like very much to have your contractor construct this bridge first of the three (3) under contract as this would be a great help to us in case the Sprague River bridge were to go out.

Very truly yours,

Wally M Hector

Wally M. Hector
County Engineer

WMH:hw
cc: A. W. Schaupp

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JUN 21 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 25 1948
FOR FILING

218-1044

3016

June 25, 1948

Perkins Bros.
8535 S. E. Stark Street
Portland, Oregon

Gentlemen:

We enclose herewith, for your record and files, a fully executed copy of contract No. 3016 which was awarded to you on May 25, 1948 by the State Highway Commission, covering Sprague River Bridges on the Sprague River Highway, in Klamath County. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
MAY 28 1948
FOR FILING

218-1044

2216

May 26, 1948

Perkins Brothers
8535 Southeast Stark Street
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1948, awarded you the contract for the construction of three bridges over Sprague River on the Sprague River Highway in Klamath County. This award was based on your low bid of $141,110 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. C. S. Paulus

FAS-258(2) N. Unit, Joseph-Wallowa 1948
Lake Sec., Joseph-Wallowa
#3017 Lake Secon. Hwy.

RECEIVED
JAN 30 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

January 12, 1951

Fnl 258 (2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-258(2)
North Unit,
Joseph-Wallowa Lake

Dear Sir:

Enclosed herewith for your file is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encl.

Oregon Federal Aid Secondary Project No. FAS-258(2) WA&pr 7527

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 22, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated Oregon Federal Aid Secondary Project No. FAS-258(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $17,000.00 to $18,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighteen thousand and 00/100 dollars ($18,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article III shall be added Clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighteen thousand and 00/100 dollars ($18,000.00), which does not exceed the authorized Federal pro rata share of sixty-one thousand, four hundred ninety-seven and 70/100 dollars ($61,497.70), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on January 5, 1951.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

Attest _____
SECRETARY

By _____
Member, State Highway Commission

RECOMMENDED FOR APPROVAL

By _____
Member, State Highway Commission

_____
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U. S. Bureau of Public Roads.

RECEIVED
OCT 21 1949
FOR FILING

Idaho 6
D 258(2)
3017

September 30th, 1949

FINAL COST ANALYSIS

N. Unit, Joseph-Wallowa Lake
Prefix 132-1012-201(46) Regrade, Surface, Oil, Structures
J. C. Papin, Contractor
J. C. Hiatt, Resident Engineer

Joseph-Wallowa Lake Secondary
Contract #3017

NOTED
State Highway Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing and Grubbing	All		$	$	$216.10	$400.00
Struct. Excavation, Unclassified	124.31	Cu. Yd.	2.05	3.00	254.84	372.93
General Excavation, Unclassified	22,236.4	" "	0.92	0.58	20,432.20	12,897.11
Short Overhaul	42,724.1	Yd. Sta.	0.032	0.02	1,353.71	854.48
Long Overhaul	600.7	C-Yd. Sta.	0.79	0.50	475.83	300.35
Rounding Cutbanks	850	Lin. Ft.	0.18	0.25	153.00	212.50
Finishing R/B & Slopes	1.307	Mile	822.30	600.00	1,074.75	784.20
18" Concrete Pipe	426	Lin. Ft.	2.72	3.50	1,158.72	1,491.00
Shoring, Cribbing Etc.	All				2,448.00	2,400.00
Excav. for Structure	102.72	Cu. Yd.	2.05	6.00	210.58	616.32
Excav. Below Elev. Shown	3.92	" "	4.70	6.00	18.42	23.52
Class "A" Concrete	94.68	" "	62.22	61.00	5,890.99	5,775.48
Metal Reinforcement	12,777.4	Lb.	0.122	0.12	1,563.96	1,533.29
Removal of Old Bridge and Maintenance of Traffic	All				1,129.70	3,200.00
1½"-0" Rock in Base	3,795.5	Cu. Yd.	3.06	3.00	11,614.23	11,386.50
3/4"-0" Rock in Base and Shoulders	2,135.0	" "	3.25	3.00	6,933.10	6,405.00
Sprinkling	273	M/Gal.	2.04	2.00	556.92	546.00
Preparation of Base	1.307	Mile	204.00	200.00	266.63	261.40
Furn. & Place Aggregates	573	Cu. Yd.	4.58	4.70	2,624.34	2,693.10
Furn. & Place 151-200 Asphalt	69.38	Ton	47.94	55.00	3,326.08	3,815.90

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #1, 12" Concrete Pipe	61	Lin. Ft.	$1.88	$2.60	$152.28	$210.60
PA #2, Purchase Excess Asphalt	2.5	Ton	37.90	37.165	94.77	92.91
PA #3, Cement Adjustment, Favor of Contractor	3.37	Bbl.	4.34	4.34	14.63	14.63
PA #4, Lower Water Supply Line	All				7.05	8.81
					$61,970.83	$56,296.03

Total Cost	$61,970.83
Gross Revenue	56,296.03
Net Loss	$ 5,674.80 or 10.1%

W. Unit, Joseph-Wallowa Lake

Detail of Cost

Labor:

Supervision	$1,428.50	
Labor	11,129.01	
State Industrial Accident Insurance	313.94	
Unemployment Insurance	426.96	
Social Security	125.58	
		$13,423.99

Materials:

12" Concrete Pipe	81 lin. ft. at $1.00	$81.00	
18" " "	426 " " " 1.90	809.40	
			890.40

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	$9,362.00	
Rented Equipment	394.87	
Gas, Oil & Grease	1,440.30	
Explosives	84.55	
Freight & Cartage	352.87	
Small Tools & Misc.	326.55	
Bond	422.22	
Interest	233.65	
Home Office & General Overhead	1,324.00	
		13,941.01

Cost to Contractor for Work Done by Subcontractors:

Snook Bros. (Structures	9,723.40
J. R. Taggart (Crushed Rock)	19,510.50
Douglas and McDonald (Oiling)	4,481.53
T o t a l C o s t	$61,970.83

Remarks:

This was a "Federal Aid Secondary Project" calling for the re-grading, oiling and construction of two box culverts on 1.307 miles of the Joseph-Wallowa Lake Secondary Highway. The project was bid and awarded May 24th, 1948, but because of other work, the contractor did not begin operations until late summer, and the work was not completed until the spring of 1949.

The contractor subbed all items except the grading, pipe, structural excavation for the box culverts and the removal of the existing wooden structures. Subcontractors working on a project for the contractor in the immediate vicinity built the structures, produced and placed the crushed rock and furnished and placed the oil mat surfacing.

Equipment used by the contractor consisted of two D-8 tractors, one D-7 tractor, two dozers, two carryalls, one 315 compressor, one heavy duty patrol, two pickups, one flatbed truck and miscellaneous small equipment.

This project was bid entirely too low for the excavation items. Material consisted of a very loose alluvial soil interspersed with granite boulders ranging from one cubic foot to five cubic yards in size. Nests of these boulders made excavation very difficult, and, in addition, the depths of the fills were inadequate to bury the larger boulders encountered in the cuts. Finishing was very difficult due to the fineness of the dirt which sifted through the boulders and left no material on the roadbed for the blade to process.

This project was well handled and had adequate equipment, but the type of material encountered, which did not show on the surface, and the low bid price made it impossible for the contractor to perform the work without a substantial loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
OCT 11 1949
FOR FILING

FAS-258(2)
3017

October 10, 1949

Mr. J. C. Papin
409 Semmer Building
Baker, Oregon

Attention: Mr. A. E. Peck

Gentlemen:

We have your letter of October 6 inquiring as to the status of final payment on your Contract 3017 for work on the North Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Highway in Wallowa County. We have checked up on this matter and find the following facts:

The job was completed May 27, but to date has not been accepted by the Commission due to the fact that as of September 19, equipment on this job had not been removed.

We also find that on September 23 the Resident Engineer submitted third notification indicating that the equipment had been removed.

The Highway Commission held its last meeting September 19, 20 and 21, so that at that meeting the job could not be up for acceptance as the third notice had not yet been received by the Office Engineer. The next Highway Commission meeting will be held November 7 and 8 at which time there is no doubt but what the job will be presented for acceptance.

Records in the Accounting Division show that the voucher for final payment was approved in July, and that the warrant in the amount of $1700.64 is being held by them pending acceptance by the Commission.

We regret this delay to you but as you probably know, jobs cannot be presented and accepted until the Engineer has notified that all equipment has been removed. It is regrettable that the removal of the equipment was apparently made within a day or two following the last Commission meeting.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

J. C. PAPIN
GENERAL CONTRACTOR
409 SOMMER BLDG.
BAKER, OREGON

Oct. 6th. 1949

State Highway Commission
Salem,
Oregon.

Gentlemen:

Would you kindly advise me when I may expect your check for $1700.64 in payment of Final Estimate on the North Unit, Wallowa Lake Highway, State Contract #3017.

Yours very truly,

J.C.PAPIN

By A. W. Peck

est 8+9 final
5-27-49 $1,700.64

J.C. Watts note of 9-19-49, to Probst says:
"Contractors grading eqpt. is still setting alongside the grade. Will probably be there until he gets another job."

Eqpt. removed 9-28-49 (third notification)

RECEIVED
OCT 10 1949
OREGON
STATE HIGHWAY COMMISSION

Vou. 12605 ok'd in July
Wicklander is holding warrant.

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FOR FILING

Fas 238-(2)

September 26, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing one copy of program change and six copies of estimate as basis for modified agreement for the North Unit, Joseph-Wallowa Lake Section, Project No. FAS-238 (2), to absorb the small unprogrammed balance of 1943 Federal Aid Secondary Funds which will be released upon payment of the final voucher for Project No. FAS-52 (2).

It will, of course, be necessary to delay preparation of the modified agreement until payment of the final voucher mentioned above has been made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHH:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. [illegible] (2)

NORTH UNIT, JOSEPH-WALLOWA LAKE SECTION

OF THE JOSEPH-WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 21, 1950

Item Code 2210

Roadway (Sta. 16+00 to 85+00)

All Required		Clearing and Grubbing		$ 400.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
22,000	cu. yds.	General Excavation, Unclassified	0.58	12,760.00
47,000	yd. stns.	Short Overhaul	0.02	940.00
570	C-yd. stns.	Long Overhaul	0.50	285.00
2,000	lin. ft.	Rounding Cutbanks	0.25	500.00
1.31	miles	Finishing Roadbed and Slopes	600.00	786.00
250	lin. ft.	18" Concrete Pipe	3.50	875.00
All Required		Shoring, Cribbing, Etc.		2,400.00
100	cu. yds.	Excavation for Structures	6.00	600.00
20	cu. yds.	Excavation Below Elevations Shown	6.00	120.00
100	cu. yds.	Class "A" Concrete	61.00	6,100.00
13,000	lbs.	Metal Reinforcement	0.12	1,560.00
All Required		Removal of Bridge and Maintenance of Traffic		3,200.00
3,700	cu. yds.	1½" - 0" Rock in Base	3.00	11,100.00
2,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	3.00	6,000.00
150	M-gals.	Sprinkling	2.00	300.00
1.31	miles	Preparation of Base	200.00	262.00
570	cu. yds.	Furnishing and Placing Aggregates	4.70	2,679.00
90	tons	Furnishing and Placing 151-300 Asphalt	55.00	4,950.00
			Subtotal	$55,907.00
			10% Engr. & Cont.	5,589.70
			Total	$61,497.70

Length of Roadway	1.306 miles
Cost per mile	$47,088.59

Federal Aid Funds	$18,000.00
State Funds	43,497.70
	$61,497.70

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

(1)

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T M Davis
(District Engineer)

FROM: R H Baldock
(State Highway Engineer)

Sept 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) 1943 Federal Aid Secondary Program (Previous program)

(Date of approval)

COUNTY Wallowa

Route No. FAS 480

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed		S-258(2)	Joseph, South 1.3 miles	Survey-Plans					Gr. Dr., 2-lane intermediate type surf
				Right-of-Way					
				Construction	61498	17000	44498	12	
				Total	61498	17000	44498	1306	
Requested Revision		S-258(2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	61498	18000	43498		
				Total	61498	18000	43498	1306	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase set up of Federal funds to take up unobligated balance released on FAS-52(2) by 1943 FAS funds

Date _____, 195_

By K H Baldock
(State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61060-1

RECEIVED
FOR FILING
Fld-258(2)
5017

July 20, 1949

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

Please be advised that State Highway Contract No.5017, covering the North Unit, Joseph-Wallowa Lake Section of Joseph-Wallowa Lake Secondary Highway in Wallowa County, has been completed by the contractor, J. C. Papin, and that final payment in the amount of $1,700.64 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $56,296.03, and that no force account work was performed on the project. This contract was completed on May 27, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

NOTED ON CARD
7-20-49 gR

RECEIVED
JUN 15 1949
FOR FILING
Fault 258 (2)
3017

June 15, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to J. C. Popin a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3017 covering the North Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County. This payment, which is in the amount of $7,454.88, reduces the retained percentage to 2% of the total amount earned by the contractor, or the sum of $1,688.52. The present payment to the contractor will be made on or after June 25, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates
901 S.W.Washington
Portland 5, Oregon

NOTED ON CARD
L-AE-49

RECEIVED
JUN 3 1949
FOR FILING
411 258(2)
3017

File

June 1, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on May 27, 1949, on Contract No. 3017, North Unit, Joseph-Wallowa Lake Section, in connection with Federal Aid Project No. FAS-258 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

MCW/ge

cc to John Cottrell

Form E-1—634—1-48

705-258(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

FINAL
No. 27

For Week Ending May 28, 1949

Section North Unit, Joseph - Wallowa Lake

Highway Joseph - Wallowa Lake Secondary

Contractor J. C. Rapin

Date of contract May 28, 1948

Date work started July 6, 1948

Amount of contract . . . . . $ 55,907.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 56,400.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 4,950.00, ... %

Kind of work Grading & Oil Mat Surfacing

Section prefix 182-1012 FAS 258 (2)

Contract number 5017

Date of completion Sept. 30, 1948

Estimated date of completion COMPLETE, 19.....

Per cent of time elapsed 280 %

Date project was completed May 27, 1949, 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling was completed Tuesday AM.

Dusting of final seal was done Thursday PM.

Final Cleanup done Friday.

H. G. SMITH

NOTED
H. W. LIBBY

Signed J. C. Rapin

Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.31	1.31		1.31	
Miles partially completed					
Miles completed	1.31	1.31		1.31	
Total estimated quantities	22,250	5,962		573	
Estimated quantities moved or placed to date	22,250	5,962		573	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				15	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....
Compressors ....., Bulldozers ....., Sheep-foot rollers ....., 5 dump trucks (5yd.) 1 scoopmobile, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair-warm		
Tuesday	" "		
Wednesday	Fair-moderate		
Thursday	Fair-warm		
Friday	" "		
Saturday	Showerws		

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Nov -1 1940
CONSTR... OFFICER OF ...NEER

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APR 21 1949
FOR FILING

April 6th, 1949

Prefix 132-1012
West Unit, Sheep Creek Hill
FAS 258(2)

FINAL COST ANALYSIS
Grading and Oil Mat Surfacing
J. C. Papin, Contractor
J. C. Hiatt, Resident Engineer

Contract #3017
Little Sheep Creek Secondary

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub	All		$	$	$1,026.21	$3,000.00
St. Excavation, Unclass.	191.93	Cu. Yd.	1.55	4.00	297.22	767.72
Tr. " , "	616.67	" "	1.31	2.00	808.14	1,233.34
Gen'l. Excav., Common	24,682.4	" "	0.54	0.48	13,332.98	11,847.55
" " , Solid	75,916.7	" "	0.61	1.05	46,114.85	79,712.54
Short Overhaul	127,632.3	Yd. Sta.	0.018	0.02	2,297.38	2,552.65
Long "	1,365.1	C-Yd. Sta.	0.61	0.50	825.65	682.55
Rounding Cutbanks	550	Lin. Ft.	0.196	0.20	107.83	110.00
Finishing R/B & Slopes	3.164	Mile	1223.85	600.00	3,872.25	1,898.40
18" Corr. Metal Pipe	692	Lin. Ft.	2.84	3.50	1,966.65	2,422.00
24" " " "	52	" "	4.48	5.00	233.30	260.00
36" " " "	80	" "	7.24	9.00	579.25	720.00
36" Extra Strength Corr. Metal Pipe	150	" "	9.82	13.00	1,472.51	1,950.00
Class "A" Concrete	24.24	Cu. Yd.	60.00	60.00	1,454.40	1,454.40
Metal Reinforcement	4,126	Lb.	0.12	0.12	495.12	495.12
3/4"-0" Rock in Cushion Course	3,389	Cu. Yd.	2.47	2.50	8,370.83	8,472.50
4"-2" Rock in Base	7,872	" "	2.47	2.50	19,443.84	19,680.00
3/4"-0" Rock in Base & Shoulders	500.0	" "	2.47	2.50	12,352.47	12,500.00
Sprinkling	669.7	M/Gal.	2.06	2.00	1,379.58	1,339.40
Preparation of Base	3.164	Mile	185.40	200.00	586.61	632.80
Furnish & Place Aggregates	1,063	Cu. Yd.	4.22	4.10	4,485.86	4,358.30
Furnish & Place RC-3 Asphalt in Binder	51.89	Ton	50.47	36.00	2,618.89	1,868.04
Furnish & Place 151-200 Asphalt	111.65	"	48.93	36.00	5,463.03	4,019.40

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	437.4	Cu. Yd.	$2.47	$2.50	$1,080.38	$1,093.50
½"-¼" " " " "	407.2	" "	2.47	2.50	1,005.78	1,018.0
¼"-0" " " " "	237.8	" "	2.47	2.50	587.37	594.50
SP Screen Rejects on Road	92	" "	0.25	0.25	23.00	23.00
SP Hauling Screen Rejects	38	Yd. Mi.	0.12	0.12	4.56	4.56
PA #1, Purchase Excess 18" Corr. Metal Pipe	34	Lin. Ft.	2.06	2.06	70.04	70.04
PA #2, Cement Adjustment, Favor of Contractor	2.1	Bbl.	4.47		9.39	9.39
					$132,365.37	$164,789.70

Gross Revenue	$164,789.70
Total Cost	132,365.37
Net Profit	$32,424.33

Net Profit Equals 19.7% of Gross Revenue

West Unit, Sheep Creek Hill

Detail of Cost

Labor:

Supervision	$4,234.64	
Labor	21,324.90	
State Industrial Accident Insurance	636.43	
Unemployment Insurance	856.24	
Social Security	291.38	
		$27,343.59

Materials:

18" Corr. Metal Pipe	254	Lin. Ft.	at	$2.06	$523.24
18" " " "	472	"	"	2.22	1,047.84
18" " " " Bands	8	Each	"	3.18	25.44
18" " " " "	15	Each	"	3.36	50.40
24" " " "	52	Lin. Ft.	"	3.47	180.44
24" " " " "	2	Each	"	4.19	8.38
36" " " "	24	Lin. Ft.	"	6.21	149.04
36" " " "	56	"	"	5.93	332.08
36" " " " "	3	Each	"	6.84	20.52
36" Extra Strength Corr. Metal Pipe	150	Lin. Ft.	"	8.30	1,245.00
36" Extra Strength Corr. Metal Pipe Bands	7	Each	"	8.73	61.11
					3,643.49

Equipment Rental & Miscellaneous:

Equipment Rental	$23,191.00	
Rented Equipment	2,092.20	
Gas, Oil & Grease	4,047.82	
Explosives	3,311.45	
Steel & Bits	428.88	
Freight & Cartage	1,126.49	
Oxygen	24.51	
Interest	667.68	
Home Office & General Overhead	5,295.82	
Bond	1,333.92	
Small Tools & Miscellaneous	1,343.75	
		42,863.52

Work Done by Taggart & Co.	$46,333.25	
Work Done by Snook Brothers	1,949.52	
Work Done by Oiling Contractor	10,222.61	
		58,505.38

Total Cost $132,355.98

Remarks:

This was a "Federal Aid Secondary Project" calling for the grading, rocking and oiling of 3.17 miles of roadbed and the furnishing of 1,000 cubic yards of crushed rock in stockpile.

Work was started by the contractor March 10th, 1948; grading was completed September 16th; and the project was completed October 28th, 1948. Work items performed by the contractor were clearing and grubbing, excavation, rounding cutbanks, finishing and all pipe. Crushing and placing of cushion and base rock and crushing and stockpiling of aggregates and stockpile materials were subcontracted to Taggart & Company; class "A" concrete and metal reinforcement in box culverts to Snook Brothers; and furnishing and placing asphalt and placing mineral aggregates to a small gypo oiling outfit from Washington.

Equipment used by the contractor on grading consisted of two D-8 tractors and 16 cubic yard carryalls, one D-7 tractor and dozer, one blade, two 315 truck-mounted compressors of which only one worked at a time, one wagon drill, two pickups and miscellaneous small equipment. Crushing equipment consisted of a 3/4 cubic yard shovel, three-crusher portable crushing plant, 315 compressor, wagon drill, seven 5 cubic yard trucks, blade roller and tractor plus portable toolhouse and office and small equipment. Snook Brothers on the concrete items had a small portable concrete mixer and one flatbed truck. Equipment used by the oiling contractors was varied and was replaced and rented for the project.

Clearing operations were very light and were handled by D-8 tractor and dozer and hand labor. A small amount of brush and a few pine trees with several fences were the bulk of the clearing. Cost per mile for this item was $300.00.

Excavation was broken between common and solid with 25% of the total being common and 75% solid. Solid material drilled and shot very easily with a cost of $0.19 per yard. Costs of handling the two types of excavation showed a variation of only $0.07, however, due to the fact that almost as much haul was involved in the 25,000 cubic yards of common as in the 75,000 cubic yards of solid and as the same equipment was used for both types of excavation, the average production per hour was considerably slower for the common.

Finishing roadbed and slopes costs were up 100% over the bid price as a considerable amount of the cut slopes required hand sloping and the quality of labor available was very mediocre.

Pipe items showed a good profit as most of the pipes were relatively easy to lay and bid prices were above average.

No costs were available on the concrete and oiling items due to the fact that no cost records were kept by the contractors, but concrete and steel items were approximately even, while oiling and aggregates would show a large loss to the subcontractor due to inefficient operations, poor equipment and inclement weather.

Crushing costs were likewise unavailable as the Taggart Company, subcontractors on the crushing, dissolved partnership shortly after the completion of the work. However, from available records obtained from Mr. Taggart and studies of the job it is evident that a profit of about 20% was made on all items.

This profit is not shown on the final cost analysis, however, and all costs are those sustained by the main contractor. The quarry used by the crusherman was the quarry at Station 310 and was undeveloped at the start of operations. Excellent crushing rock was developed and a good site is available for future contracts.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
DEC 2 1940
FOR FILING

FAS-258 (2)
3017

November 30, 1940

Mr. J. C. Pugsley
509 Sumner Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1940, had under discussion your request for an extension of time of 240 days, from September 30, 1940 to June 1, 1941, within which to complete your contract No. 3017 for the North Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: H. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
11-30-40 gl

October 31, 1949

Request for extension of time
No. 14
November 3 and 4 meeting

Oregon State Highway Commission

Gentlemen:

Herewith request from J. G. Pagin for an extension of time on Contract No. 2017, North Unit, Joseph-Halfway Lake Section of the Halfway Lake Secondary Highway, from September 30, 1949, to June 1, 1950.

Heavy traffic to the recreational area of Halfway Lake during the months of July and August retarded the contractor's grading operations considerably. The grading and surfacing were completed within the time limit but because of the lateness of the season we could not permit oiling until next spring. For this reason I recommend this extension be granted without penalty.

Mr. T. H. Davis concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
OCT 13 1948
FOR FILING

FAS-258(2)

2017

October 13, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2017, North Unit, Joseph-Wallowa Lake Secondary Highway, FAS 258 (2), from September 30, 1948 to June 1, 1949, to J. C. Pepin, contractor.

Heavy traffic to the recreational area of Wallowa Lake during the months of July and August restricted the contractor's operations considerably. Grading and surfacing on this section will be completed within the time limit. However, oiling should not be permitted until next Spring. For these reasons, I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 6, 1948

S-258(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-258(2)
North Unit, Joseph-Wallowa Lake Sec.
Joseph-Wallowa Lake Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encl.

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WASP 7527

State Oregon

Federal Aid Secondary

Project No. [redacted]

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of August, 1947, a project statement, which was approved on the [redacted] day of January, 1948, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of May, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of [redacted]

dollars ($ 17,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State [redacted] (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

_____

_____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between [redacted]

_____

_____

_____

_____, length 1.306 miles, in [redacted] County,

being [redacted] Secondary project No. [redacted], consisting of 1.306 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ seventeen thousand and 00/100 _____ dollars ($ 17,000.00), which does not exceed the authorized Federal pro rata share of _____ sixty-one thousand four hundred ninety-seven and 70/100 _____ dollars ($ 61,497.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available) Chapter 530, Laws 1939. _____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]

By [redacted]

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By [redacted]

Attest:

[redacted] SECRETARY

By [redacted]

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-8

RECEIVED
OCT 5 1948
RICT

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DEC 22 1948
FOR FILING
FAS 258(2)

August 20, 1948

Mr. P. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the North Unit, Joseph-Wallowa Lake Section, Project No. FAS-258 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/go

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS-[illegible] (2)

[illegible] HILL, JOSEPH-WALLOWA LAKE SECTION

OF THE JOSEPH-WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 16+00 to 85+00)

All Required		Clearing and Grubbing		$ 400.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
22,000	cu. yds.	General Excavation, Unclassified	0.58	12,760.00
47,000	yd. sta.	Short Overhaul	0.02	940.00
570	C-yds. sta.	Long Overhaul	0.50	285.00
2,000	lin. ft.	Removing Culverts	0.25	500.00
1.31	miles	Finishing Roadbed and Slopes	600.00	786.00
250	lin. ft.	15" Concrete Pipe	3.50	875.00
All Required		Shoring, Cribbing, Etc.		2,480.00
100	cu. yds.	Excavation for Structures	6.00	600.00
20	cu. yds.	Excavation Below Elevations Shown	6.00	120.00
100	cu. yds.	Class "A" Concrete	41.00	4,100.00
13,000	lbs.	Metal Reinforcement	0.12	1,560.00
All Required		Removal of Bridge and Maintenance of Traffic		3,200.00
3,700	cu. yds.	1½" - 0" Rock in Base	3.00	11,100.00
2,000	cu. yds.	¾" - 0" Rock in Base and Shoulders	3.00	6,000.00
		Sprinkling	2.00	300.00
150	M-gals.	Preparation of Base	200.00	260.00
1.31	miles	Furnishing and Placing Aggregates	4.70	2,679.00
570	cu. yds.	Furnishing and Placing 251-200 Asphalt	55.00	[illegible]
50	tons			
			Subtotal	$55,907.00
			10% Engr. & Cont.	[illegible]
			Total	$63,497.70
		Length of Roadway	1.306 miles	
		Cost per mile	$47,068.59	

Federal Aid Funds - - -

State Public Day Centers (Chap. 375, Laws 1957) Chap. 34, Laws 1958) Chap. 370, Laws 1959)
State Public Day Maintenance: Chap. 370, Laws 1959

NORTH UNIT, JOSEPH-WALLOWA LAKE SECTION

PROJECT NO. FAS-258 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

May 24, 1940

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS-258(2)

NORTH UNIT, JOSEPH-WALLOWA LAKE SECTION

OF THE JOSEPH-WALLOWA LAKE HIGHWAY IN WALLOWA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 31, 1948

Roadway (Sta. 14+00 to 85+00)

All Required		Clearing and Grubbing		$ 1,000.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
22,000	cu. yds.	General Excavation, Unclassified	0.75	16,500.00
47,000	yd. stas.	Short Overhaul	0.02	940.00
570	C-yd. stas.	Long Overhaul	0.50	285.00
2,000	lin. ft.	Rounding Cutbanks	0.15	300.00
1.31	miles	Finishing Roadbed and Slopes	500.00	655.00
250	lin. ft.	18" Concrete Pipe	5.00	1,250.00
All Required		Shoring, Cribbing, Etc.		500.00
100	cu. yds.	Excavation for Structures	5.00	500.00
20	cu. yds.	Excavation Below Elevations Shown	10.00	200.00
100	cu. yds.	Class "A" Concrete	70.00	7,000.00
13,000	lbs.	Metal Reinforcement	0.12	1,560.00
All Required		Removal of Bridge and Maintenance of Traffic		1,000.00
3,700	cu. yds.	1½" - 0" Rock in Base	2.50	9,250.00
2,000	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	5,000.00
150	M-gals.	Sprinkling	3.00	450.00
1.31	miles	Preparation of Base	200.00	262.00
570	cu. yds.	Furnishing and Placing Aggregates	4.00	2,280.00
90	tons	Furnishing and Placing 151-200 Asphalt	45.00	4,050.00
			Subtotal	$53,072.00
			10% Engr. & Cont.	5,307.20
			Total	$58,379.20
		Length of Roadway	1.306 miles	
		Cost per mile	$44,700.76	

Federal Aid Funds - - -

[redacted], JOSEPH-MALLONA LAKE [redacted]

PROJECT NO. BRS - 2(3) (2)

While negotiations for rights of way are in progress, four parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed all necessary rights of way can be made fully available within fourteen days.

R. E. Baldock
State Highway Engineer

By

J. V. Nash
Assistant Office Engineer

March 31, 1948

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JUL 1 1948
FOR FILING

FAS-258(2)

207

June 30, 1948

Mr. J. O. Papin
409 Sumner Building
Baker
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2017, which was awarded to you on May 28, 1948 by the State Highway Commission, covering the North Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway, in Wallowa County. This copy is for your record and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
Encl. 1

FAS-2 E8(2)
30-7

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN, PORTLAND
A. W. SCHAUPP, KLAMATH FALLS
BEN. R. CHANDLER, COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK, STATE HIGHWAY ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

June 1, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

I am enclosing four copies of an encroachment resolution, which have been signed by the proper officials of the City of Joseph. This resolution was prepared in connection with Project No. FAS 258 (2), North Unit, Joseph-Wallowa Lake Section of the Joseph-Wallowa Lake Secondary Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By C. H. Armstrong
C. H. Armstrong
Engineer, County and City Relations

mc

Encl.

cc Mr. J. W. Nash

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JUN 2 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2660
PORTLAND 8, OREGON

OREGON DISTRICT
FAS - 258(2)

May 28, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In accordance with your letter of May 27, 1948, we hereby concur in award of contract on Oregon Project No. FAS-258(2), North Unit, Joseph - Wallowa Lake Section, to J. C. Papin of Baker, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP - 2 1948
FOR FILING

FAS - 258 (2)

=047

May 26, 1948

S. G. Fugate
[illegible] Building
Salem, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing, and oiling and construction of two concrete bridges on the North Unit, Josephine-Jackson Section of the Josephine-Jackson Lake Secondary Highway in Jackson County. This award was based on your low bid of $38,697 submitted on May 24, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Bids

cc - Mr. S. G. Fugate (3)
Hon. R. Lewis
Mr. G. L. Peterson
Mr. C. H. Purdom

Mr. L. D. Wilson, Assistant Commissioner
Public Information, Accident Commission
Bridges

FOR SHORT SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1866

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 28, 1943
11:10 a.m.

J. C. Pugin
409 Commer Building
Baker, Oregon

State Highway Commission awarded you today contract for North Unit, Joseph-Wallowa Lake Section, Joseph-Wallowa Lake Secondary Highway, in Wallowa County, based on your low bid submitted May 24, 1943. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $1. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

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OREGON DISTRICT
FAS 258(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 7, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FAS-258(2), North Unit, Joseph - Wallowa Lake Section of the Joseph - Wallowa Lake Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Copies of the usual town resolution covering encroachments etc. should be submitted prior to preparation of the project agreement.

Concurrence in award will be withheld until all right-of-way or rigths-of-entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 11 1948
OREGON
STATE HIGHWAY COMMISSION

S-51(1) Hood River Jct.-Odell Cr. Sec., 1952
Odell Secon. Hwy.
#3018 Folder # 2

RECEIVED
FOR FILING

S 1(1)
3018

December 1, 1952

State Tax Commission
167 Portland State Office Building
Portland, Oregon

See contract # 3011 for letter from State Tax Comm. dated Nov 20-52

Attention: Mr. Roy McCullen

Gentlemen:

We have your letter of November 20, 1952, in which you inquire as to the approximate date in 1948 that the Shoreline Company ceased operations on their state contracts Nos. 3011, 3012 and 3018.

On contract No. 3011, the engineer's reports show that operations were started on this job July 23, 1949, and completed October 22 of the same year. Shoreline, however, did not perform any part of this contract.

Reports on contract No. 3012 show that setting-up operations began on June 12, 1948, and on September 25, 1948, the contractor dismantled his plant to send the plant motors to Portland and the crew to Hood River. At this time, approximately 42 percent of the contract was complete.

On contract No. 3018, the engineer's reports show that setting-up operations were in progress in the forepart of September, that crushing was done during October, and on November 5, the Engineer wrote as follows:

"Shoreline's secretary, Mr. Grote, informed me on Friday evening that their company would be unable to continue due to finances. I called the bonding company and they are making preparations to do something. I contact Mr. Grote again on Saturday and he agreed to continue until the bonding company made up their minds as to what they are going to do."

We believe that this statement by the resident engineer will probably provide the information you seek.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

FAQ:md

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NOV 2 1951
FOR FILING

files

L-5 (1)
3012

Salem, Oregon
October 17, 1951

Mr. M. H. Hanks
Auditor

Dear Mr. Hanks:

We have now received in this office a fully executed copy of an agreement with the Glens Falls Indemnity Company through which the Commission agreed to release final estimates retained on Contracts 3011, 3012 and 3015 in respective amounts of $1,389.90, $1,792.04 and $2,752.23 totaling $5,934.17. Will you kindly mail the three checks to Mr. John M. Cohn, Attorney for the Glens Falls Indemnity Company, whose address is 1012 Yeon Building, Portland 4, Oregon.

Very truly yours

Floyd Query
Acting Secretary

FAQ:ml

NOTED
H. B. GLAISTER

[illegible]
BY SECRETARY

mail in mail

NOTED ON CARD
10-17-51 gl

RECEIVED
OCT 1 1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 28, 1951

851 (1)			
308 (CONTRACT NO.)	(EST. NO.)		(CONTRACTOR)
3018	9-final	Shoreline Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9017	B-24722	$ 2,752.23	Sep. 26, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wiblander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1948

Time Extensions: Extended to July 30, 1949 without penalty

Completion Date: May 19, 1949

Date Accepted: June 28, 1949

Penalties:

Claims: Reference to Agreement between Highway Commission and the Glens Falls Indemnity Co. under date of Sep. 12, 1951.

Remarks:

Date: 10-18-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 19 1951
A. A. Wiblander 10/ [illegible]

Floyd Quesy
acting Secty
10-18-51 gl

RECEIVED
SEP 27 1951
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-51(1)

3018

September 24, 1951

Mr. H. B. Glaisyer
Secretary
O f f i c e

Dear Mr. Glaisyer:

Attached is a voucher calling for payment of the sum of $5,934.17 to the Glens Falls Indemnity Company, which represents the amounts earned and unpaid under contracts 3011, 3012, and 3018 with the Shoreline Construction Company.

The Commission has approved this and has signed the agreement with the bonding company. The bonding company will deliver to me within the next two or three days the agreement executed by the bonding company and I will deliver an executed copy to you before the check is released.

Yours very truly,

J. M. DEVERS
Chief Counsel

JMD:ea
Encl.

NOTED
H. B GLAISYER

THE STATE OF OREGON

To Glens Falls Indemnity Co. Dr.

c/o J. M. Devers, Salem, Oregon

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Date Vouchered	NATURE OF CLAIM	AMOUNT	
	For In payment of Contracts No. 3011, 3012, 3018 (9018, 9017) *the Oregon State Highway Commission, as per details attached:*	$ 5,934	17
	between the Shoreline Construction Company and the Oregon State Highway Commission.		
	3011 1389.90		
	3012 1792.04		
	3018 2752.23		
	5934.17		

AUTHORIZED BY HIGHWAY COMMISSION
DATE August 20, 1951
Secretary

Allowed by Executive Committee

CERTIFICATE

This is to certify that the goods, wares, or merchandise covered by this claim, or the services, cash advanced, or expenses herein set forth, have been received, rendered, expended or incurred, as the case may be, on behalf of the State of Oregon.

OREGON STATE HIGHWAY COMMISSION

By .....
Claim Auditor

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Prepared by: .....

Checked by: .....

Total amount allowed,	$5,934	17
Total amount allowed,	$	

I, JOHN M. COKE (Name),

hereby certify that I am attorney and agent for the Glens Falls Indemnity Company (If firm or corporation, state capacity in which employed);

that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the expenses paid and cash advanced (Material or service) *therein specified* has been furnished (Has been furnished or rendered) *the State of Oregon as stated, that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING CERTIFICATION SIGN HERE John M. Coke (Name)

As Attorney and Agent for
the Glens Falls Indemnity Company

Warrant No. R ..... *issued in payment of the within claim.*

RECEIVED
NOV 0 1951
FOR FILING

8510(1)

3018

September 17, 1951

Mr. John M. Coke
Attorney-at-Law
1012 Yeon Building
Portland, Oregon.

Dear Mr. Coke:

I enclose for your information a list of the claims filed with the State Highway Commission against contracts awarded to Shoreline Construction Construction Company, particularly Contracts Nos. 3011, 3012 and 3018.

The records of the Highway Commission do not show that any of these claims have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
Encl.

For list of itemized claims
filed against Shoreline C. Co.,
see: Contract No. 3011

Final payments on all three jobs made 10-18-51

Noted H. B. G.

RECEIVED
OCT 1951
FOR FILING

851 (1)
3018

2e-1
8/20/51

JOHN S. COKE AND JOHN M. COKE
ATTORNEYS AT LAW
1012-1015 YEON BUILDING
PORTLAND, OREGON
TELEPHONE ATWATER 0636

September 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Shoreline Construction Co.;
Contracts No. 3018, 3011 and 3012.

Dear Mr. Glaisyer:

Enclosed herewith find a copy of a contract between the Oregon State Highway Commission and the Glens Falls Indemnity Company in connection with the release of the various retainages on these jobs. I apologize for not having this in your hands on Monday, September 17th.

Pursuant to our telephone conversation, if you will send me a list of the claims filed against the jobs, I will check our records and advise you of the claims paid.

Thanking you for your cooperation, I am

Yours very truly,

John M. Coke

JMC:rg
encl.

REFERRED TO
BY SECRETARY

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of September, 1951, by and between the STATE OF OREGON, acting by and through its State Highway Commission, herein called "STATE", the party of the first part, and GLENS FALLS INDEMNITY COMPANY, a corporation, by and through its corporate officers, herein called the "Corporation", party of the second part;

W I T N E S S E T H :

RECITALS:

1. The Glens Falls Indemnity Company is a corporation duly organized and existing under the laws of the State of New York and authorized to transact business in the State of Oregon.

2. The State heretofore entered into the following highway construction contracts with the Shoreline Construction Company, an Oregon corporation:

(a) Contract No. 3018, designated as the "Hood River Junction - Odell Creek job", involving grading and surfacing in Hood River County;

(b) Contract No. 3011, designated as the "Brush Creek - Hunter Creek job", involving production of rock for stock piling in Curry County;

(c) Contract No. 3012, designated as the "Hunter Creek - California State Line job", involving production of rock for stock piling in Curry County.

3. The Glens Falls Indemnity Company was surety on the performance bonds given by the Shoreline Construction Company in connection with each of the above contracts.

4. In the performance of said contracts, the said Shoreline Construction Company became financially involved to such an

extent that said contractor was unable to pay claims for labor and materials and other claims incurred in the performance of said contracts as said claims became due.

5. The Shoreline Construction Company was declared in default by the State on each of said contracts.

6. The Glens Falls Indemnity Company, as surety on said performance bonds, advanced certain moneys to the said contractor prior to default, which funds were employed in the payment of said material and labor claims and for which funds so advanced the said surety has not been fully reimbursed.

7. The Glens Falls Indemnity Company, as surety on said performance bonds, subsequent to default entered into contracts for the completion of said highway construction jobs and paid the costs thereof, and for which costs the said surety has not been fully reimbursed.

8. Contract No. 3013 was completed on May 19, 1949, and accepted by the State Highway Commission on June 28, 1949. The final estimate with respect to said contract discloses that there was earned but unpaid on said contract the sum of $8,752.23.

9. Contract No. 3011 was completed on October 20, 1948, and accepted by the State Highway Commission on December 19, 1949. The final estimate with respect to said contract discloses that there was earned but unpaid on said contract the sum of $1,389.90.

10. Contract No. 3018 was completed on July 20, 1949, and accepted by the State Highway Commission on December 19, 1949. The final estimate with respect to said contract discloses that there was earned but unpaid on said contract the sum of $1,792.04.

11. The said surety has paid claims on said contracts and has expended funds to complete said contracts in excess of the sum of $25,000.00, for which and on which said surety has not been reimbursed.

12. The Glens Falls Indemnity Company contends that any remaining claims against said contracts have been outlawed under the laws of the State of Oregon and has made demand on the State for the payment of the earned but unpaid moneys on said contracts, and in connection with said demand has offered to protect and indemnify the State against any loss or damage of any kind or nature which the State may sustain in the event that said claims are not so outlawed.

13. The Commission desires to close and final said contracts and is therefore of the opinion that the request of the Glens Falls Indemnity Company should be granted on the conditions and guarantee stated.

NOW, THEREFORE, BE IT AND IT HEREBY IS AGREED by those parties as follows:

1. The State, upon the execution of this agreement, shall pay to the Glens Falls Indemnity Company and charge the same against moneys earned under Contracts No. 3011, 3012 and 3018, the total sum of $5,934.17.

2. In consideration of the payment of the said sum to the said surety, said surety shall and does hereby agree to indemnify and save harmless, in an amount not to exceed the said sum of $5,934.17, the State of Oregon, its State Highway Commission, its officers and agents, from any loss, expense, or damage of any kind or character which the State of Oregon, its State Highway Commission, officers or agents, may sustain by reason of or in any connected with the release by the State to the said surety of said

IN WITNESS WHEREOF, the parties have hereunto subscribed their names and affixed their seals as of the day and year first above written.

STATE OF OREGON, by and through its State Highway Commission

By _____
As Chairman

By _____
As Commissioner

By _____
As Commissioner

ATTEST:

"STATE"

_____
Secretary

APPROVED:

_____
State Highway Engineer

APPROVED:

_____
Chief Counsel

GLENS FALLS INDEMNITY COMPANY

By _____

By _____

"CORPORATION"

ATTEST:

_____

RECEIVED
JUL 31 1951
FOR FILING

5-5-1 (11)

3018

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 21, 1951
Salem, Oregon

SUBJECT:

To:
Mr. H. B. Glaisyer
Secretary
O F F I C E

If you will remember we have for sometime been holding as "out for signature" four estimate vouchers, one on Contract No. 2944 with the Denton Construction Company and Nos. 3011, 3012, and 3018 with the Shoreline Construction Company. All four had been handled through the assignee which is the Glens Falls Indemnity Company.

Today we received back properly signed, the original estimate vouchers on Contract Nos. 2944, 3011, and 3012 and the signed final release on 3018 which has been removed when the original was first sent back. This permitted us to send these four estimate vouchers to Mr. Taylor's section for numbering. I am attaching for your files the letter from the insurance company which accompanied the vouchers. I have made copies of the letter for myself and Mr. Taylor and it now appears that any further hold-up of the vouchers or payments will be a matter of Mr. Taylor checking with your office.

Very truly yours,

Carl F. Smith (Signed)
Carl F. Smith
Claims Supervisor.

CFS:MH

CC: D. B. Taylor

Note: Phoned Taylor 4:45 P. M. 5/21 to hold up payment on all jobs
Ph n

JOHN S. Coke and John M. Coke
Attorneys at Law
1012-1015 Yeon Building
Portland, Oregon

Telephone Atwater 0838

May 17, 1951.

Mr. Carl F. Smith
Accounting Division
Oregon State Highway Commission
Salem, Oregon.

Re: Denton Construction Company,
State Contract #2944
Shoreline Construction Company,
State Contracts #3011, 3012 and
3018.

Dear Mr. Smith:

You have previously forwarded to us for completion on these various state highway contracts the final vouchers, assignment forms and final release forms. We have purposely delayed execution of the same until we coulf properly certify that the various labor and material claims were disposed of, either by payment by ourselves or were outlawed according to the Oregon statute.

In order that payments can be made by you on the various funds retained by you upon these contracts, we submit the following:

State Contract No. 2944, Gardiner Section, Oregon Coast Highway, Douglas County, Oregon; Denton Construction Company:- Executed assignment of Claim dated May 16, 1951; Certificate of payment of claims; Executed Estimate Vouchers, Estimates 12 and 13 Final, in the sum of $7,590.23.

State Contract No. 3011, Brush Creek-Hunter Creek Job, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of payment of claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

State Contract No. 3012, Hunter Creek-California State Line, Oregon Coast Highway, Shoreline Construction Company:- Executed Assignment of Claim dated May 16, 1951; Certificate of Payment of Claims; Executed Estimate Vouchers, Estimate 8 Final, in the sum of $1,792.04.

(voucher to D. B. Taylor 5-21)

State Contract No. 3018, Hood River Junction-Odell Creek; Shoreline Construction Company;—Executed Certificate of Payment of Claims. (Our records indicate that the Assignment of Claim form and the estimated voucher #9 Final were both previously executed by us and forwarded to you on Contract #3018. The final estimate was in the sum of $2,752.23.(.

(Wickl.-is holding Vou) Regarding State Contract #2899, Madras Section of The Dalles-California Highway, Jefferson County, in which the contractor was the Denton Construction Company, our records indicate tjat tje vouchers, certificate, the assignment form and the final release form have been executed by us and forwarded to you. The remaining balance held by you under this contract is in the sum of $1,731.83.

The final payments on the Denton Construction Company contracts No. 2899, the Madras Job, and No. 2944, the Gardiner job—have been withheld by the State Highway Commission because of various levies by the Collector of Internal Revenue, We have today conferred with Mr. J. M. Devers, the Chief Counsel for the Commission, and have entered into a form of agreement between the State Highway Commission and the Glens Falls Indemnity Company, Which agreement will be presented to the State Highway Commission at its monthly meeting on May 24th, and if approved by the Commission, the funds withheld will be released to us.

As your records will show, the Denton Construction Company and the Shoreline Construction Company have made assignments to the undersigned, Glens Falls Indemnity Company, their respective surety, of all funds on the above mentioned state contracts. In addition each has executed a power of attorney to the undersigned. Would you, therefore, as you have previously, make payments to the Glens Falls Indemnity Company, as assignee and forward drafts c/o John M. Coke, Attorney for Glens Falls Indemnity Company, 1012 Yeon Building, Portland, Oregon.

We will be glad to assist you in any way you deem necessary in the matter.

Yours very truly,

GLENS FALLS INDEMNITY COMPANY

BY

(John M. Coke, signed)
its attorney.

JMC:rg

RECEIVED
JUL 31 1951
FOR FILING

S-51(1)

3018

JOHN S COKE AND JOHN M COKE
Attorneys at Law
1012-1015 Yeon Building
Portland, Oregon

Telephone Atwater 0838

COPY

May 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Denton Construction Company,
State Contract #2944;
Shoreline Construction Company
State Contracts #3011, 3012 and
3018.

Dear Mr. Glaisyer:

We are enclosing herewith a coph of a letter, together with enclosures, which we have today addressed to Carl F. Smith of the Accounting Division, State Highway Commission, requesting final payments on the above contracts. As stated in this letter, we have purposely delayed making the certificate of payment as to the various claims on these jobs until the various claims were either paid or were outlawd according to statute. We have, of course, in addition paid substantial amounts on claims that were not filed with your office.

On the unpaid claims of record which are few in number, we are of the opinion that these have now been outlawed under Section 98-205, as amended Oregon Laws 1945, Chapter 324, which we quote, in part, as follows:

> "Any person who has supplied labor and material under the conditions herein providid*** is hereby authorized to institute an action within two years after supplying such labor and materials in the circuit court of this State or the Federal Court of this District, and not otherwise against said contractor or sureties on his own relation".

We will be very glad to discuss our position with you and to bring such records as you deem necessary in order to satisfy you as to our position.

Copy

Due to the fact that there were numerous claims on the Denton Construction Company and Shoreline jobs, it is impossible to set forth in detail in this letter the status of these claims.

Yours very truly,

(John M. Coke, Signed)

John M. Coke

JMC:rg
cc-Mr. Devers

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FOR FILING

3018

I-51(1)

3018

March 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of March 29 to which was attached three copies of a claim filed with your office by the Ideal Grader and Equipment Company against the Shorelite Construction Company for materials furnished in connection with their operations on our Contract No. 3018.

This claim is in the amount of $92.25 and bears your file No. 3209.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ml 3/30

POSTED ON CARD
3-31-50 gl

3016

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 29, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John N. Mohr, attorney, Hood River, Oregon, and filed as of this date a notice of claim by Ideal Grader and Equipment Company, for materials furnished in the sum of $32.25, against the bond taken from Shoreline Construction Co., principal and Glen Falls Indemnity Company, surety, for work on the Hood River Junction - Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon, our file number 3209, state highway contract no. 3018.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 30 1950
OREGON
STATE HIGHWAY COMMISSION

3-30-50 gC

Mills Tower

March 31, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim in the amount of $32.25 received by us from the Secretary of State. This claim has been filed by the Ideal Grader and Equipment Company against Shoreline Construction Company for materials furnished to them in connection with their operations under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3018.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQuist 3/30
Attach.

cc - Mr. John M. Cohn
1012 Yeon Building
Portland 4, Oregon

Ray F. Cowan Company
Spalding Building
Portland 4, Oregon

NOTED ON C...
3-31-50, gf

COPY

CLAIM OF IDEAL GRADER AND EQUIPMENT

COMPANY

STATE OF OREGON)
County of Hood River) ss

I, AUGUST BOSSE, being first duly sworn upon my oath depose and say:

That IDEAL GRADER AND EQUIPMENT COMPANY is a partnership and that I am the managing partner of the same; that the said partnership does business in Hood River County, Oregon; and that it has a claim for materials furnished to SHORELINE CONSTRUCTION COMPANY for use by said company in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction - Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon; that the price of said materials amounted to Thirty Two and 25/100 Dollars ($32.25); that no part thereof has been paid; and that I do hereby make demand for payment by the said SHORELINE CONSTRUCTION COMPANY, STATE OF OREGON or either of them, and Glen Falls Indemnity Company as surety for said materials furnished for the said contract for the grading and oil mat surfacing of said section of said Odell Secondary Highway in Hood River County, Oregon.

IDEAL GRADER AND EQUIPMENT COMPANY

By AUGUST BOSSE
Manager.

SUBSCRIBED AND SWORN TO before me this 25th day of March, 1950.

DEAN H. MITCHELL
Notary Public for Oregon
My Commission expires August 1, 1953.

(SEAL)

My Commission Expires Sept. 16, 1951

ENDORSED:
File Number 3209
Filed March 29, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 31 1950
FOR FILING

8-57 (1)

3018

3018 - Mrs Lines

March 29, 1950

Mr. Elden H. Mohr
Mail Building
Hood River, Oregon

Dear Mr. Mohr:

This is to acknowledge your letter of March 27 advising that a notice of claim in the amount of $32.25 has been filed with the Secretary of State. We also received a notice and affidavit signed by August Bosse, Manager of the Ideal Grader and Equipment Company, stating that this company has a claim against the Shoreline Construction Company in the above amount.

For your information we can advise that the contract was completed on May 19, 1949, and accepted by the Commission on June 28, 1949. Final payment, however, has not been made.

The Glens Falls Indemnity Company appears as surety on the bond executed in connection with this contract and their interests in this case are being handled by John M. Cone, 1012 Yeon Building, Portland 4.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-29-50, JR

RECEIVED
MAR 31 1950
FOR FILING

8-57 (1)

3018

3018 - Mrs Lines

March 29, 1950

Mr. Elden H. Mohr
Hall Building
Hood River, Oregon

Dear Mr. Mohr:

This is to acknowledge your letter of March 27 advising that a notice of claim in the amount of $32.25 has been filed with the Secretary of State. We also received a notice and affidavit signed by August Bosse, Manager of the Ideal Grader and Equipment Company, stating that this company has a claim against the Shoreline Construction Company in the above amount.

For your information we can advise that the contract was completed on May 19, 1949, and accepted by the Commission on June 28, 1949. Final payment, however, has not been made.

The Glens Falls Indemnity Company appears as surety on the bond executed in connection with this contract and their interests in this case are being handled by John M. Cobb, 1012 Yeon Building, Portland 4.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
3-29-50, JR

3018

JOHN N. MOHR
CITY ATTORNEY
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

March 27, 1950

Mr. H. D. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Ideal Grader and Equipment Co.
vs. Shoreline Construction Co.

Dear Sir:

This is to advise that Notice of Claim in the above matter has been filed with the Secretary of State in the amount of $32.25.

I enclose herewith Affidavit of August Bosse, Managing Partner of the Ideal Grader and Equipment Company, and Notice of Claim to State of Oregon.

Very truly yours,

John N. Mohr

JOHN N. MOHR

JNM:pb
Enclosures

RECEIVED
MAR 28 1950
OREGON
STATE HIGHWAY COMMISSION

3-28-50

RECEIVED
MAR 31 1950
FOR FILING

251 (1)
3018

March 29, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from John M. Mohr, attorney, whose address is Hall Building, Hood River, Oregon, advising that his client, the Ideal Grader and Equipment Company, has a claim against Shoreline Construction Company in the amount of $32.25 for materials furnished the contractor in connection with his operations on our Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County. Mr. Mohr also advises that this claim has been filed with the Secretary of State.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3018.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

cc - Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Mr. John M. Cole
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
3-29-50 SR

NOTICE OF CLAIM OF IDEAL GRADER AND EQUIPMENT

COMPANY

To the STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned IDEAL GRADER AND EQUIPMENT COMPANY has a claim for material furnished the SHORELINE CONSTRUCTION COMPANY, which said materials consist of angle iron, channel iron and flat mild steel, for use in connection with its contract No. 3018 with the STATE HIGHWAY COMMISSION for the work on Hood River Junction - Odell Creek section of the Odell Secondary Highway in Hood River County, Oregon, in the sum of THIRTY TWO and 25/100 DOLLARS ($32.25), against the bond taken from said SHORELINE CONSTRUCTION COMPANY as principal and GLEN FALLS INDEMNITY COMPANY as surety for said materials furnished for the said contract for the grading and oil mat surfacing on said section of the Odell Secondary Highway in Hood River, County, Oregon.

IDEAL GRADER AND EQUIPMENT COMPANY

By August Bosse

Managing Partner.

CLAIM OF IDEAL GRADER AND EQUIPMENT

COMPANY

STATE OF OREGON)
) ss
County of Hood River)

I, AUGUST BOSSE, being first duly sworn upon my oath depose and say:

That IDEAL GRADER AND EQUIPMENT COMPANY is a partnership and that I am the managing partner of the same; that the said partnership does business in Hood River County, Oregon; and that it has a claim for materials furnished to SHORELINE CONSTRUCTION COMPANY for use by said company in the prosecution of its work under Contract no. 3018 with the State Highway Commission for work on the Hood River Junction - Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon; that the price of said materials amounted to Thirty Two and 25/100 Dollars ($32.25); that no part thereof has been paid; and that I do hereby make demand for payment by the said SHORELINE CONSTRUCTION COMPANY , STATE OF OREGON or either of them, and Glen Falls Indemnity Company as surety for said materials furnished for the said contract for the grading and oil mat surfacing of said section of said Odell Secondary Highway in Hood River County, Oregon.

IDEAL GRADER AND EQUIPMENT COMPANY

By August Bosse
Manager.

SUBSCRIBED AND SWORN TO before me this 25th day of March, 1950.

Dean H. Mitchell
Notary Public for Oregon
~~My Commission expires August 1, 1953.~~
My Commission Expires Sept. 16, 1951

RECEIVED
DEC 1 1949
FOR FILING

Spruce Lumber

Files

Lg 51 (1)
3012

November 28, 1949

Loggers and Contractors Machinery Company
240 Southeast Clay Street
Portland 14, Oregon

Attention: G. M. Pigott

Gentlemen:

We acknowledge with thanks your letter of November 26 advising that all of the claims against the Shevlin Construction Company in connection with their contracts 3011, 3012 and 3013 have been satisfied. This information will enable us to close our records on your claims.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:ml

NOTED ON CARD
11-29-49 gf

Sales · Service · Rentals

Established 1910

LOGGERS & CONTRACTORS MACHINERY COMPANY

240 S. E. CLAY STREET — PHONE EAst 4128

PORTLAND 14, OREGON

November 28, 1949

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem
Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

We acknowledge receipt of your letter of November 25 which concerns claims against the Shoreline Construction Company.

This is to advise you that all claims against the Shoreline Construction Company in connection with their contracts No. 3011, 3012, and 3018 have been satisfied. This satisfaction was made by the Glen Falls Indemnity Company.

We trust that this is the information you desire and will enable you to clear your records.

Sincerely yours,

LOGGERS & CONTRACTORS MACHINERY COMPANY

Geo. W. Flatt

G. W. Flatt

GWF:elb

NOTED ON CARD
11-29-49 gr

RECEIVED
STATE HIGHWAY COMMISSION

NOTED
BY SECRETARY
note on card
send cy & contract & mail

ALL QUOTATIONS MADE SUBJECT TO PRIOR SALE AND CHANGE WITHOUT NOTICE

RECEIVED
DEC 1 1949
FOR FILING

Files

Mrs. Lewis

8-57 (1)
2018

November 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a letter from Laggren and Contractors Machinery Company advising that all of their claims against the Shoreline Construction Company in connection with Contracts 2021, 2022 and 2018 have been satisfied.

This information is provided in connection with the release furnished this office a few days ago and also enables us to clear our records on all three of the contracts held by Shoreline in regard to the claim against them by Laggren and Contractors Machinery Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. John M. Cohn
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
11-29-49 gl

RECEIVED
NOV 29 1949
FOR FILING

2-51 (1)
3016

November 25, 1949

Loggers and Contractors Machinery Company
240 S. E. Clay Street
Portland, Oregon

Attention: Mr. Fitzgerald

Gentlemen:

We have been advised by Mr. John H. Cake of Crandall and Cake that a settlement of claims which you had against the Shoreline Construction Company has been made.

Will you kindly verify this matter in the form of a letter so that we can clear our records in connection with Shoreline Construction Company's Contract 3011, 3012 and 3016.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

TEQ:ml

NOTED ON CARD
11-25-49

RECEIVED
NOV 22 1949
FOR FILING

851 (1)
3018

Files

November 17, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of November 14 to which was attached three copies of a claim filed with your office in the amount of $29.76 by J. H. Velsterff against Shoreline Construction Company Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim bears your file No. 3191.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

TAG:ml

NOTED ON CARD
11-17-49 SR

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 14, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John N. Mohr, attorney, Hood River, and filed as of this date a notice of claim by J. F. Volstorff, for materials furnished in the sum of $29.76, against the bond taken from Shoreline Construction Company, principal and the Glen Falls Indemnity Company, surety, for the work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway of Hood River County, Oregon, our file number 3191, state highway contract No. 3018.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
NOV 16 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-16-49 JC

RECEIVED
NOV 22 1949
FOR FILING

8 51-01

3018

November 17, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed with the Secretary of State by J. F. Volsterff for materials furnished in the amount of $29.76 against Shoreline Construction Company's Contract 3018 for grading and oil mat surfacing on the East River Junction-Gold Creek Section of the Gold Beach-Hwy in East River County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3018.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:wd
Attach.

cc - Roy F. Cook Company
Spalding Building
Portland 4, Oregon

Mr. John M. Cohn
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
11-17-49 gl

COPY

CLAIM OF J. F. VOLSTORFF

STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, J. F. VOLSTORFF, has a claim for materials furnished the Shoreline Construction Company, which said materials consisted of hardware furnished for use in connection with its Contract No. 3018 with the State Highway Commission for the work on Hood River Junction-Odell Creek Section of Odell Secondary Highway of Hood River County, Oregon, in the sum of $29.76, against the bond taken from said Shoreline Construction Company as principal and Glen Falls Indemnity Company as surety for said service furnished for the said contract for the grading and oil mat surfacing on said Section of Odell Secondary Highway in Hood River County, Oregon

J. F. VOLSTORFF

ENDORSED:
File No. 3191
Filed November 14, 1949
EARL T. NEWBRY, Secretary of State

CLAIM OF J. F. VOLSTORFF

STATE OF OREGON,
County of Hood River. } ss.

I, J. F. VOLSTORFF, being first duly sworn upon my oath, depose and say:

That I am engaged in the Hardware Business in the City of Hood River, State of Oregon, and that I have a claim for materials furnished, consisting of merchandise sold on open account to Shoreline Construction Company, which material was used by said Construction Company in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon; that said materials amounted to $29.76; that no part thereof has been paid and that I do hereby make demand for payment by said Shoreline Construction Company, State of Oregon, or either of them, and Glen Falls Indemnity Company as surety for said materials furnished for the said contract for the grading and oil mat surfacing of said section of said Odell Secondary Highway in Hood River County, Oregon.

J. F. VOLSTORFF

Subscribed and sworn to before me this 4 day of November, 1949.

(SEAL)

JOHN N. MOHR
Notary Public for Oregon
My Commission expires Aug. 1, 1953

ENDORSED:
File Number 3191
Filed November 14, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
DEC 13 1949
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 31, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the final voucher for Oregon Project No. S-51(1), Hood River Junction - Odell Section of the Odell Highway, we note that excerpts of the minutes of the Highway Commission granting a time extension were not included. Please send copies of these at your early convenience.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 1 1949
OREGON
STATE HIGHWAY COMMISSION

EXCERPT FROM MINUTES OF MEETING ON FEBRUARY 28, 1949

OF THE OREGON STATE HIGHWAY COMMISSION

No. 1— Shoreline Construction Company, Contract No. 3018 for grading, surfacing and oiling the Hood River Junction-Odell Section of the Odell Secondary Highway in Hood River County, requested an extension of 288 days, from October 15, 1948 to July 30, 1949, within which to complete this job. They attributed failure to complete the work within the contract time limit to inclement weather, inability to secure crushing equipment and failure of steel companies to make prompt delivery of pipe and reinforcing steel. The Engineer advised that subsequent to the award of the contract, it was found necessary to install two concrete stock passes, and that this work and early fall rains prevented completion of the rock and oil mat surfacing. He recommended that the extension of time requested be granted without penalty. A letter from the Public Roads Administration concurring therein was presented. The Commission approved the extension of time as recommended.

EXCERPT FROM MINUTES OF MEETING ON FEBRUARY 23, 1949

OF THE OREGON STATE HIGHWAY COMMISSION

No. 1— Shoreline Construction Company, Contract No. 3018 for grading, surfacing and oiling the Hood River Junction-Odell Section of the Odell Secondary Highway in Hood River County, requested an extension of 288 days, from October 15, 1948 to July 30, 1949, within which to complete this job. They attributed failure to complete the work within the contract time limit to inclement weather, inability to secure crushing equipment and failure of steel companies to make prompt delivery of pipe and reinforcing steel. The Engineer advised that subsequent to the award of the contract, it was found necessary to install two concrete stock passes, and that this work and early fall rains prevented completion of the rock and oil mat surfacing. He recommended that the extension of time requested be granted without penalty. A letter from the Public Roads Administration concurring therein was presented. The Commission approved the extension of time as recommended.

RECEIVED
OCT 7 1949
FOR FILING

851 (1)

September 30, 1949

John M. Coles
Attorney at Law
Yeon Building
Portland, Oregon

Dear Mr. Coles:

The Hon. Earl T. Newbry, Secretary of State, has forwarded to me a copy of a letter dated September 26, that he received from Mr. J. B. Edington, who has a claim in the amount of $89.79 against Shoreline Construction Company for material furnished the company in connection with its Hood River Junction-Odell Creek Project.

It would be appreciated if you would write Mr. Edington giving him the status of the claim and advising him the attitude of the bonding company with respect to it. This matter is of long-standing, and if the claim is a legitimate one, it appears that the bonding company should take care of it without unnecessary delay. The job was completed May 19, 1949, and was accepted by the State Highway Commission on June 28, 1949. The final estimate is now in the process of payment.

Respectfully yours,

Secretary,
OREGON STATE HIGHWAY COMMISSION

HEG:ts

cc - F. A. Query

September 30, 1949

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

The Hon. Earl T. Newbry, Secretary of State, has forwarded to me a copy of your letter of September 26, 1949, regarding your claim against Shoreline Construction Company, and arising out of the company's contract with the State Highway Commission for the construction of the Hood River Junction-Odell Creek Section of the Odell Secondary Highway.

The procedure that you have followed of taking the matter up with the bonding company was proper, and the information given you is correct, that Mr. John M. Coke has been handling claims arising out of the Shoreline Construction Company's jobs, in behalf of the surety. I would suggest that you again write Mr. Coke and demand some action with respect to your claim. If you do not receive a satisfactory answer within a reasonable length of time, then I would suggest that you take the matter to court. You have already filed your claim with the Secretary of State, so you have satisfied the legal requirements. I enclose another excerpt from the Oregon Laws covering the filing of claims for your information and future guidance.

I am today writing Mr. Coke, again calling your claim to his attention, and informing him that you are expecting to receive some action on it in the near future. I trust that this matter may be satisfactorily disposed of shortly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:ts

cc - Hon. Earl T. Newbry
Secretary of State
CAPITOL

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

September 29, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We are enclosing for your attention the copy of a letter from J. B. Edington, relative to his claim, against the Shoreline Construction Company, in the amount of $89.79, which was received and filed in this office December 16, 1948, our file number 3127.

We have advised Mr. Edington that the matter is being referred to your office.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
STATE HIGHWAY COMMISSION

NOTH TO Edington
DATE 9/30

NOTH TO Corkey
DATE 9/30

COPY

J. B. EDINGTON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

Telephone 1404 — 921 Twelfth Street — Hood River, Oregon

ELECTRICAL
Supplies
and
Installation

September 26, 1949

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Your letter of December 16, 1948

Dear Sir:

We filed with your office December 14, 1948, a claim amounting to $89.79 for material furnished the Shoreline Construction Co. when working on the Hood River junction - Odell Creek Section of the Odell Secondary highway in Hood River County for the Oregon State Highway Commission.

The Roy F. Owen Co. of Portland was handling the claim and advised us that as soon as an audit was approved the claim would be paid. Upon inquiring some five months later about the claim the Roy F. Owen Co. advised us that the matter had been placed in the hands of Attorney John M. Coke, Yeon Bldg., Portland, Ore.

We wrote Mr. Coke on September 2, 1949 and asked him to clarify the situation but to date have not received a reply. Therefore we are falling back on our claim against the State of Oregon.

Very truly yours,

J. B. EDINGTON
b.c.
J. B. Edington

JBE:bc

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
AUG 19 1949
FOR FILING

8-5101

3018

Clara-Lewis

August 17, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the State Tax Commission in the amount of $215.32 plus penalty and interest against the Shoreline Construction Company.

From the information that we were able to obtain, it appears that this claim applies to Contracts 3011, 3013 and 3014 with the Shoreline Construction Company, the bonds for which were furnished by the Glens Falls Indemnity Company. We were not able to determine the exact contract reference in connection with this claim as it is our understanding that it applies to all of the company's operations since October 30, 1948, and that their claim is based on quarterly income withholding statements.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encl.
Attach.

cc - Mr. John M. Coke
1012 Yeon Building
Portland 4, Oregon

Roy F. Cozad Company
Spalding Building
Portland 4, Oregon

NOTED ON CARD
8-12-49 gs

COPY

N O T I C E O F C L A I M

August 10, 1949

To The Honorable Earl T. Newbry
Secretary of State
State of Oregon:

Notice hereby is given that the undersigned, State Tax Commission, has a claim for withholding taxes in the sum of $215.32 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from October 30, 1948 against the bond taken from Shoreline Construction Company and Glens Falls Indemnity Company for the work of highway construction.

State Tax Commission

RAY SMITH
Commissioner

Copies to:

J. M. Devers, Attorney, Highway Department
Shoreline Construction Company
John M. Coke, Attorney for Glens Falls Indemnity Company

[redacted]
File No. 3121
Filed August 11, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 19 1949
FOR FILING

Files

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Aug. 11, 1949

Mr. H. B. Glaisyer, Secretary
State Highway Commission
O f f i c e

Dear Mr. Glaisyer:

For your files, I attach a Notice of Claim filed by the State Tax Commission in connection with a claim gainst the Shoreline Construction Company and a like Notice of Claim against the Glens Falls Indemnity Company and the Albert W. Denton Construction Company.

I have acknowledged receipt of these carbon copies, but I have advised the Tax Commission that there is a legal question involved, and have also advised the Tax Commission that its claim or claims can not be given priority over the claims of labor and materialmen whose claims have as yet not been paid.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED ON CARD
8-12-49

REFERRED TO
BY SECRETARY
noted on card

N O T I C E O F C L A I M

August 10, 1949

To The Honorable Earl T. Newbry
Secretary of State
State of Oregon:

Notice hereby is given that the undersigned, State Tax Commission, has a claim for withholding taxes in the sum of $215.32 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from October 30, 1948 against the bond taken from Shoreline Construction Company and Glens Falls Indemnity Company for the work of highway construction.

State Tax Commission

Ray Smith
Commissioner

Copies to:

J. H. Devore, Attorney, Highway Department
Shoreline Construction Company
John M. Cohn, Attorney for Glens Falls Indemnity Company

NOTICE OF CLAIM

August 10, 1949

To The Honorable Earl T. Newbry
Secretary of State
State of Oregon

Notice hereby is given that the undersigned, State Tax Commission, has a claim for withholding taxes in the sum of $113.74 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from April 30, 1948; for further sum of $314.92 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from July 30, 1948; for the further sum of $593.34 together with statutory penalty (5% plus $1.00) and interest at the rate of 1/2 of 1% per month from October 30, 1948 against the bond taken from Glens Falls Indemnity Company and Albert W. Denton, dba Denton Construction Company for the work of highway construction.

State Tax Commission

Ray Smith
Commissioner

Copies to:

J. H. Devers, Attorney, Highway Department
Albert W. Denton
John M. Cake, Attorney for Glens Falls Indemnity Company

RECEIVED
AUG 2 1949
FOR FILING

S-5141

3018

July 29, 1949

John H. Caine
Attorney at Law
Iman Building
Portland 4, Oregon

State Job File:
8-8302
#3012

Dear Mr. Caine:

I have just received your letter of July 28, returning estimate voucher No. 6, in connection with the Hunter Creek-California State Line Project, Contract No. 3012, and returning estimate voucher No. 9, in connection with State Highway Contract No. 3018. The assignment in connection with each appears to be satisfactory, and we are returning them. As soon as we get the warrants from the Secretary of State, they will be forwarded to you, pursuant to your instructions.

With respect to payment of the final estimate in connection with Contract No. 3018, which is the Child Secondary Highway Project in Hood River County, we will obtain the signatures of the State Highway Commission, and prepare this voucher so that it can be presented to the Secretary of State for the issuance of the warrant as soon as we receive from you the executed final release form, certifying that all claims arising out of this job have been paid in full. We can not submit the voucher to the Secretary of State until these conditions have been satisfied. The procedure that you have outlined to satisfy this Commission that all claims have been disposed of, is satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:bs

cc - H. H. Haines (2)
J. A. Quesy

RECEIVED
JUL 21 1949
FOR FILING

8-51 (1)

3018

July 21, 1949

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3018, covering the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, has been completed by the contractor, Shoreline Construction Co., assigned to Glens Falls Indemnity Co., and that final payment in the amount of $2,752.23 will be made on or after August 1, 1949.

There are claims filed against this project of which you have been previously notified.

For your information we wish to advise that the total contract amount is $87,303.35, and that no force account work was performed on the job. This contract was completed on May 19 and accepted by the Commission on June 28, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. John S. Coke
1012 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
7-21-49 gl

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

RECEIVED
JUN 21 1949
FOR FILING

8-51-11

3018

June 21, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Thorelius Construction Company, assigned to Glens Falls Indemnity Co., on contract No. 3018 covering the Rood River Junction-Odell Creek Section of the Odell Secondary Highway in Rood River County. This payment, in the amount of $20,066.32, will be made on or after July 1, 1949. The retained percentage is $2,614.98.

There are numerous claims filed against this contract of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Ray F. Owens Co.
Spalding Bldg.
Portland 5, Oregon

Mr. John M. Cohn
1012 Yeon Bldg.
Portland 5, Oregon

NOTED ON CARD
6-21-49 (

Form B-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 20, 1949

Section Hood River Junct. - Odell Creek

Kind of work Grad. Surf and Oil

Highway Odell Sec.

Section prefix 114-1008

Contractor Shoreline Const. Co.

Contract number 3018

Date of Contract May 28, 1948

Date of completion Oct. 15, 19 48

Date work started June 2, 1948

Estimated date of completion May 19, 1949

Amount of contract $79,750

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 79,750

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ ..... %

Date project was completed MAY 19, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Placed the final seal on Monday, kept a broom working until Thursday, when it was given a final brooming and called complete.

RECEIVED MAY 23

Signed Dean Swift

Address The Dalles

NOTED

E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.87	1.87		1.87	
Miles partially completed					
Miles completed	1.87	1.87		1.87	
Total estimated quantities	13,000	10 200		1,300	
Estimated quantities moved or placed to date	13,000	10,200		1,300	
Average daily quantities				300	
Average daily quantities necessary to complete project on time				complete	
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				8	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders .....1....., Rollers .....2....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....; . . . ., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	rain		
Wednesday	fair		
Thursday	"		
Friday			
Saturday			

RECEIVED
MAY 23 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 19 1949
FOR FILING

S-51(1)

3018

May 11, 1949

Cross Referenced To:
22-2302
"2971

English and Company
1516 Tayler Street
Hood River, Oregon

Gentlemen:

We have your letter of May 6th to which was attached an itemized statement in the amount of $70.80 for blasting materials furnished the Shoreline Construction Company on what appears to be our Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

You also inquired as to whether a claim could still be presented against A. G. Lofts and Son on the Shamiko Rock Production Project which appears to come under our Contract No. 2971 for work on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties.

The State cannot pay these claims directly. We suggest, however, that your claim against Shoreline Construction Company be filed with the Glens Falls Indemnity Company whose agent in this case is the Roy F. Owen Company, Spalding Building, Portland 4. Your claim against Lofts and Son, we suggest, be filed with the American Surety Company of New York whose agent in this instance is Butler and Hershner, 214 Cascade, Hood River, Oregon.

For your information, we might advise that Contract No. 2971 with Lofts and Son was accepted by the Commission on November 3, 1948, and final payment was made on November 12, 1948.

The surety companies mentioned in both instances have provided a performance bond with each contract covering completion of the job and payment of bills.

In the event that you wish to protect your claims beyond the ordinary period of six months after the job has been completed and accepted, it is suggested that you file your claim also with the Secretary of State. There is attached hereto an excerpt from the Oregon Laws outling the procedure.

Contract 3018 is not expected to be complete until some time in July, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
5-11-49 JC

Secretary

FAQ:mi
Attach.

ENGLISH & CO.

1516 TAYLOR STREET

Du Pont Explosives — DUPONT REG. U. S. PAT. OFF. — *All Blasting Accessories*

TELEPHONE 5693 — HOOD RIVER, OREGON

May 6, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

3018

We are enclosing a copy of the itemized account of the Shoreline Construction Company on the secondary state road from Tuckers Bridge to Odell. We have been advised that you will take care of this account.

No

We would also like to know if you have settled with A. C. Loft & Sons on the Shaniko (Wasco C.) 3970 3971 rock production project and would appreciate hearing from you at once if we could still present their account to you for payment.

Yours very truly,

H. W. English

H. W. English

RECEIVED
MAY 9 - 1949
OREGON
STATE HIGHWAY COMMISSION

Yours very truly
with our
and remain
Sales

NOTED ON CARD
5-9-49 JL

ENGLISH & CO

HOOD RIVER, OREGON
Phone 5693

DISTRIBUTOR OF

Du Pont Explosives — DUPONT REG. U. S. PAT. OFF. — All Blasting Accessories

Sold To Shoreline Con. Co.
Address Salem, Oregon.
Shipped To Same
Address Same
Terms 30 Days Net

Date May 6, 1949
Order No.
By
Delivered by Our truck
Loc. of Work Odell, Oregon

July 7 -	2 cases ditching powder @ $26.00 per C		$26.00	
	one spool con. wire @ 95¢		.95	
	Returned for credit			
	1/3 case ditching powder			$4.35
Oct. 7 -	50 No.6 8ft. E. B. caps @ $13.40 per C		6.70	
	2 cases spec. gel. 40% @ $21.00		21.00	
" 11 -	2 cases R. C. B. No.4 @ $19.00		19.00	
	25 No.6 blasting caps		.75	
	50 ft. dn. fuse		.75	
			$75.15	
			4.35	
		Total	$70.80	

RECEIVED
MAY 25 1949
FOR FILING

2-51(1)

3018

May 23, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on May 19, 1949 on Contract No. 3018, Hood River Junction-Odell Creek Section in connection with Federal Aid Project No. S-51 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Sullivan
Assistant State Highway Engineer

WCSlew

cc: John Cottrell

RECEIVED
MAY 19 1949
FOR FILING

Mrs. Lewis

5 1 (1)
3018

May 11, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from English and Company of 1516 Taylor Street, Hood River, Oregon, to which was attached a statement in the amount of $70.80 for blasting materials furnished the Shoreline Construction Company in July, 1948, under what appears to be our Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

A carbon copy of English and Company's statement is attached hereto.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with Contract 3018.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQgml
Attach.

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Conn Company
Spalding Building
Portland 4, Oregon

Mr. John S. Coke
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
5 11-49 gl

RECEIVED
MAY 12 1949
FOR FILING
8-5-1 (a)
3018

May 11, 1949

COPY

English and Company
1516 Taylor Street
Hood River, Oregon

Gentlemen:

We have your letter of May 6th to which was attached an itemized statement in the amount of $70.80 for blasting materials furnished the Shoreline Construction Company on what appears to be out Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

You also inquired as to whether a claim could still be presented against A. C. Lofts and Son on the Shanikko Rock Production Project which appears to come under our Contract No. 2971 for work on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties.

The State cannot pay these claims directly. We suggest, however, that your claim against Shoreline Construction Company be filed with the Glens Falls Indemnity Company whose agent in this case is the Roy F. Owen Company, Spalding Building, Portland 4. Your claim against Lofts and Son, we suggest, be filed with the American Surety Company of New York whose agent in this instance is Butler and Hershner, 214 Cascade, Hood River, Oregon.

For your information, we might advise that Contract No. 2971 with Lofts and Son was accepted by the Commission on November 3, 1948, and final payment was made on November 12, 1948.

The surety companies mentioned in both instances have provided a performance bond with each contract covering completion of the job and payment of bills.

In the event that you wish to protect your claims beyond the ordinary period of six months after the job has been completed and accepted, it is suggested that you file your claim also with the Secretary of State. There is attached hereto an excerpt from the Oregon Laws outling the procedure.

Contract 3018 is not expected to be complete until some time in July, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

S-51(1) Hood River Jct.-Odell Cr. Sec., 1948
Odell Secon. Hwy.
#3018 Folder # 1

RECEIVED
APR 20 1949
FOR FILING

8-5-1(1)

3018

April 29, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by O. H. Long, the Long Tractor and Equipment Company for rental furnished the Shoreline Construction Company in the amount of $96.00. This claim was filed in connection with our Contract No. 2016, held by the Shoreline Construction Company for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This information is provided as the Glens Falls Indemnity appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:ml
Attach.

cc - Kam Fotts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Conn Company
Spalding Building
Portland 4, Oregon

Mr. John F. Cohn
1012 Yeon Building
Portland 4, Oregon

COPY

NOTICE OF CLAIM OF G. W. LONG dba
LONG TRACTOR & IMPLEMENT CO.

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned G. W. LONG dba LONG TRACTOR & IMPLEMENT CO. has a claim for materials furnished the Shoreline Construction Company, which said materials consisted in the rental from the undersigned claimant of a portable pavement breaker jackhammer for use in connection with its contract no. 3018 with the State Highway Commission for the work on Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $96.00 against the bond taken from said Shoreline Construction Company as principal and Glens Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

G. W. LONG
dba LONG TRACTOR & IMPLEMENT CO.

COPY

CLAIM OF G. W. LONG dba
LONG TRACTOR & IMPLEMENT CO.

STATE OF OREGON)
: ss
County of Hood River)

I, G. W. LONG, being first duly sworn, depose and say:

That I am engaged in the tractor and implement business in the City of Hood River, County of Hood River, State of Oregon, and that I have a claim for materials furnished through the use of a partable pavement breaker jackhammer belonging to me for use in the work of Shoreline Construction Company, which said machinery was used by said construction company in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon;

That said rental amounted to $96.00; that no part thereof has been paid and that I do hereby make demand for payment by said Shoreline Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company as surety for said materials furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River, County, Oregon.

G. W. LONG

Subscribed and sworn to before me this 15 day of April, 1949

(SEAL)

JOHN N. MOHR
Notary Public for Oregon

My Commission expires: Aug. 1, 1949

ENDORSED:
File no. 3167
Filed April 18, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 20 1949
FOR FILING

851 (1)
3018

Mrs. Lewis

April 19, 1949

Mr. John M. Maier
Mail Building
Hood River, Oregon

Dear Sir:

This is to acknowledge receipt of a notice of claim filed by G. W. Long, dba Long Tractor and Equipment Company against the Shoreline Construction Company in the amount of $96.00 under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
4-19-49 gl

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

April 15, 1949

Mr. H. D. Glaizyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: G. W. Long dba Long Tractor & Implement Co. vs. Shoreline Construction Co.

This is to advise that Notice of Claim in the above matter has been filed with the Secretary of State in the amount of $96.00.

I enclose herewith Affidavit of G. W. Long and Notice of Claim to State of Oregon.

Very truly yours,

John N. Mohr

John N. Mohr

RECEIVED
APR 18 1949
OREGON
STATE HIGHWAY COMMISSION

JNM:GT

enc. 1

REFERRED TO
SECRETARY

usual letter
send a card

CLAIM OF G. W. LONG dba
LONG TRACTOR & IMPLEMENT CO.

STATE OF OREGON)
: ss
County of Hood River)

I, G. W. LONG, being first duly sworn, depose and say:

That I am engaged in the tractor and implement business in the City of Hood River, County of Hood River, State of Oregon, and that I have a claim for materials furnished through the use of a portable pavement breaker jackhammer belonging to me for use in the work of Shoreline Construction Company, which said machinery was used by said construction company in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon;

That said rental amounted to $96.00; that no part thereof has been paid and that I do hereby make demand for payment by said Shoreline Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company as surety for said materials furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

G. W. Long

Subscribed and sworn to before me this 15 day of April, 1949

John A. Mohr
Notary Public for Oregon

My commission expires: Aug. 1, 1949

NOTICE OF CLAIM OF O. W. LONG dba
LONG TRACTOR & IMPLEMENT CO.

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned O. W. LONG dba LONG TRACTOR & IMPLEMENT CO. has a claim for materials furnished the Shoreline Construction Company, which said materials consisted in the rental from the undersigned claimant of a portable pavement breaker jackhammer for use in connection with its contract no. 3018 with the State Highway Commission for the work on Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $96.00 against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

O. W. Long

dba LONG TRACTOR & IMPLEMENT CO.

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APR 20 1949
FOR FILING

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3018

Mrs. Lewis

April 19, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by G. W. Long, dba Long Tractor and Equipment Company for rental in the amount of $96.00.

This claim has been filed against the Shoreline Construction Company in connection with our Contract No. 3018 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon. This claim bears your file No. 3167.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-19-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3018

April 18, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received today from John N. Mohr, a notice of claim by G. W. Long, dba Long Tractor & Implement Company, for rental furnished in the sum of $96.00, against the bond taken from Shoreline Construction Company, principal and Glenn Falls Indemnity Company, surety, for grading and oil mat surfacing on the Hood River Junction-Odell Creek section of the Odell Secondary Highway in Hood River County, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
APR 19 1949
OREGON
STATE HIGHWAY COMMISSION

POSTED ON LAND
4-19-49 J.L.

RECEIVED
APR 20 1949
FOR FILING

851-(1)

3018

April 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the J. J. Lester, dba Lester Auto Freight for labor, materials and services in the amount of $49.43. This claim has been filed against the Sherwin Construction Company in connection with our Contract No. 3018 on the Rood River Junction-Otell Creek Section of the Otell Secondary Highway in Rood River County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:ml
Attach.

cc - Ben Pobin Insurance Agency
339 Chemeketa Street
Salem, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Mr. John F. Cohn
2012 Yeon Building
Portland 4, Oregon

NOTED IN CARD
4-18-49 mk

COPY

NOTICE OF CLAIM OF LESTER AUTO FREIGHT

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, J. J. LESTER, doing business as Lester Auto Freight, has a claim for services furnished to Shoreline Construction Company, which said services consisted of hauling done for said Shoreline Construction Company in furnishing materials for the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $49.43, against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

J. J. LESTER
Doing business as Lester Auto Freight

CLAIM OF LESTER AUTO FREIGHT

STATE OF OREGON)
: ss
County of)

I, JESSE J. LESTER, being first duly sworn, upon my oath depose and say:

That I am the owner of that certain business operated under the firm name of "Lester Auto Freight", and that I am in charge of the operation of the same; that said business has its main office at Hood River, Oregon, and has a claim for services furnished to Shoreline Construction Company, which said services consisted of hauling done for said Shoreline Construction Company in furnishing materials for the prosecution of its work under Contract No. 3016 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon;

That said services amounted to $49.43; that no part thereof has been paid and that I do hereby make demand for payment by said Shoreline Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company, as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon

J. J. LESTER

Subscribed and sworn to before me this 5th day of April, 1949

BERNARD C. KANE
Notary Public for Oregon

My commission expires

(SEAL)

Notary Public for Oregon
My Commission Expires
Oct. 1, 1950

ENDORSED:
File No. 3166
Filed April 11, 1949
EARL T. NEWBRY, Secretary of State

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

April 7, 1949.

3018

Mr. H. D. Glaizyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

In Re: Jesse J. Lester, d/b/a
Lester Auto Freight
Vs: Shoreline Construction Co.

This is to advise that Notice of Claim in the above matter has been filed with the Secretary of State in the amount of $49.43.

I enclose herewith affidavit of Jesse J. Lester who operated the Lester Auto Freight and Notice of Claim to the State of Oregon.

Very truly yours,

John N. Mohr

JOHN N. MOHR.

JNM:ID
Enc.

RECEIVED
APR 11 1949
OREGON
STATE HIGHWAY COMMISSION

CLAIM OF LESTER AUTO FREIGHT

STATE OF OREGON)
: ss
County of)

I, JESSE J. LESTER, being first duly sworn, upon my oath depose and say:

That I am the owner of that certain business operated under the firm name of "Lester Auto Freight", and that I am in charge of the operation of the same; that said business has its main office at Hood River, Oregon, and has a claim for services furnished to Shoreline Construction Company, which said services consisted of hauling done for said Shoreline Construction Company in furnishing materials for the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River-Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon;

That said services amounted to $49.43; that no part thereof has been paid and that I do hereby make demand for payment by said Shoreline Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company, as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

Jesse J. Lester

Subscribed and sworn to before me this 5th day of April, 1949

Bernard C. Kane
Notary Public for Oregon

My commission expires: NOTARY PUBLIC FOR OREGON
My Commission Expires Oct. 1, 1950

NOTICE OF CLAIM OF LESTER AUTO FREIGHT

TO STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, J. J. LESTER, doing business as Lester Auto Freight, has a claim for services furnished to Shoreline Construction Company, which said services consisted of hauling done for said Shoreline Construction Company in furnishing materials for the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $49.43, against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

Doing business as Lester Auto Freight

RECEIVED
APR 20 1949
FOR FILING

251-(1)

Mrs. Lewis

April 18, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by J. J. Lester, dba Lester Auto Freight for labor, materials and services furnished in the amount of $49.43.

This claim was filed against the Shoreline Construction Company under our Contract No. 2016 for work on the Hood River-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-18-49 GC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3018

April 11, 1949

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received today from John N. Mohr a notice of claim by J. J. Lester, dba Lester Auto Freight, for the labor, materials and services furnished in the sum of $49.43, against the bond taken from Shoreline Construction Company, principal, for grading and oil mat surfacing on the Hood River Junction-Odell Creek section of the Odell Secondary Highway in Hood River, County, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
APR 12 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
4-12-49 gl

RECEIVED
APR 20 1949
FOR FILING

251-(1)

Miss Fowler

April 18, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is an amended notice of claim filed with the Secretary of State by H. P. Grimesmill, dba Grimesmill Brothers in the amount of $3,438.85. This amended claim has been filed to replace a claim previously filed in the amount of $6,932.89 by Grimesmill Brothers against the Shovelium Construction Company for work performed under our Contract No. 3284 on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mk
Attach.

cc - Ken Potts Insurance Agency
139 Shermicota Street
Salem, Oregon

Ray F. Gunn Company
Spalding Building
Portland 4, Oregon

John F. Cohn
1012 Yeon Building
Portland 4, Oregon

NOTED ON CARD
4-18-49 mk

W. P. CRISWELL, dba
CRISELL BROTHERS,

Plaintiff,

vs.

SHORELINE CONSTRUCTION
COMPANY,

Defendant.

AMENDED NOTICE OF CLAIM

TO: SECRETARY OF STATE, STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, W. P. CRISWELL, doing business as the CRISWELL BROTHERS, heretofore filed a Notice of Claim on the 5th day of March, 1949, File No. 3155, in which he stated that he had a claim for labor and materials in the sum of $6,932.89 against the Bond taken from the SHORELINE CONSTRUCTION COMPANY, principal and the GLEN FALLS INDEMNITY COMPANY, Surety, for the work of furnishing labor and materials on Oregon State Highway Commission job No. 3018 for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon. That, in fact, said claim should be for the sum of $3,628.85. There follows herewith an itemized statement for the services rendered:

Digging out flooded boxes		$ 83.20
Hauling concrete title to Odell		2.00
Pumping Odell Creek		7.00
Collar pipe for Shoreline		7.50
Pumping nights for Shoreline		16.00
Hauling Bulldozer from Odell to Crusher		10.00
Hook up pipe to Judds box		10.00
Extra labor & material on Brocks Pass		250.00
Powder Man		16.30
1 shovel loaned, returned broken		2.75
Digging Odell Creek for Bridge		1,067.88
State Industrial Accident Commission		16.54
Unemployment Compensation Commission		31.90
Social Security		11.82
Total		$ 1,532.89
135 yards of Cement at $40.00 per yard		$ 5,400.00
Less		3,304.04
Total		$ 2,095.96
Balance Due		$ 3,628.85

Dated this 1st day of April, 1949.

W. P. CRISWELL

ENDORSED:
File No. 3155
Filed April 5, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 20 1949
FOR FILING

851(1)

April 18, 1949

Hon. Earl T. Newbry
Secretary of State
Salem

Dear Sir:

This is to acknowledge receipt of three copies of an amended notice of claim filed with your office by W. P. Griswell, dba Griswell Brothers for labor and materials furnished in the sum of $3,628.85.

This amended claim is to replace a claim previously filed in the amount of $6,932.89 by Griswell Brothers against the Shoreline Construction Company for work on our highway Contract No. 2018 on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County. This claim bears your file No. 3155.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

NOTED ON CARD
4-18-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3018

April 5, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

We have received from Kenneth M. Abraham and filed as of this date an amended notice of claim by W. P. Criswell dba Criswell Brothers for labor and materials furnished in the sum of $3,628.85, against the bond taken from Shoreline Construction Company, principal and Glen Falls Indemnity Company, surety for work on highway contract no. 3018. The amended notice was filed with the original notice of claim, filed in this office March 5, 1949, file no. 3155.

Three copies of the claim have been prepared and are enclosed for your information.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
APR 6 1949
STATE HIGHWAY COMMISSION

NOTED ON CARD
4-6-49 gk

RECEIVED
APR 15 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUFP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

8 51 (1)

3018

OREGON
STATE HIGHWAY COMMISSION
SALEM

April 15, 1949

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

NOTED
H. B. GLAISYER

NOTED
QUER

IN REPLY PLEASE
REFER TO FILE

Glens Falls Indemnity Company
c/o Morton M. Cake, Attorney
320 Spalding Building
Portland, Oregon

Re: State Highway Contract No. 3018
Hood River Junction-Odell Creek

Attention: Mr. John M. Cake

Dear Sir:

Mr. M. Crouser recently called at this office regarding a claim which he has against the Shoreline Construction Company for work performed in connection with the above contract.

I am advised that Mr. Crouser's services were contracted for by Mr. Crote whereby Mr. Crouser supplied a power shovel and operator to do work under the above contract. Mr. Crouser advises that his claim includes $2,015.64 for shovel hire, $87.88 for payroll check No. 671 dated October 21, 1948, made by Shoreline Construction Company for wages, which check was returned to Mr. Crouser without payment by the Salem Branch of the First National Bank of Portland, and $287.96 for transportation of the shovel.

Apparently the entire claim of Mr. Crouser with the exception of transportation charges has been approved by the bonding company. Mr. Crouser states it is customary for a party hiring a piece of equipment to pay transportation charges and that when Mr. Crote arranged for the hire of his shovel Mr. Crouser fully expected to be reimbursed for the cost of transporting the shovel from from Salem to the location of the job and return. Enclosed herewith is a copy of a letter received April 12 from Mr. Crouser regarding this matter.

We will appreciate being advised of your attitude regarding this claim and the action being taken to pay the same.

Very truly yours,

J. M. DEVERS

By
C. W. ENFIELD
Assistant Counsel

CWE:MA

Encl.
cc - Mr. H. B. Glaisyer ✓
Mr. M. Crouser

STATE HIGHWAY COMMISSION
OREGON

COOK BAY
BEN. E. CHANDLER, SALEM
KENNETH LATTA
A. M. SCHANNEP, KLAMATH
TOM LONG
ALF. SANDIFER, CHAIRMAN
COMMISSIONERS

FILING

1— Mr Glaisyer

This claim filed in
(w.s. office & with Secty
of State in Dec. 1948

NOTED
H. B. GLAISYER 7Q

M. CROUSER
2480 S. Commercial
Salem, Oregon

April 11, 1949

NOTED
H. B. GLAISYER

NOTED
QUER

Mr. J. M. Devers
Oregon State Highway Commission
Salem, Oregon

Attention C. W. Enfield

Dear Sir:

Reference is made to my conversation of April 5, with Mr. Enfield, of your office, relative to my claim against the bond taken from Glens Falls Indemnity Company for work done in Hood River County by Shoreline Construction Company under State Contract No. 3018.

This claim includes $2015.64 for shovel hire; $287.94 for transportation of shovel; and $87.88 for payroll check No. 671, dated October 21, 1948, issued to me by Shoreline Construction Company for operating wages and returned to me without payment by the Salem Branch of the First National Bank of Portland. The total amount due is $2391.46.

At a recent meeting in Portland with John M. Coke, representing the bonding company, it was indicated that my claim was satisfactory with the exception of the transportation charge of $287.94, for transporting my power shovel from Salem to Hood River County and return.

I would like to point out that it is customary for the party hiring a piece of equipment to pay transportation charges and that it is an item regularly incorporated by me on all charges for use of the machine. The machine is transported by a licensed heavy hauling firm operating under regulations of the Public Utilities Commission.

Since this is a customary charge and since there was no agreement to the contrary at the time of hire, I believe it to be a just charge which should remain a part of claim.

Very truly yours,

(Sgd) M. Crouser

M. Crouser

RECEIVED
APR 12 1949
FOR FILING

851 (1)
3018

3018

April 5, 1949

Mr. Kenneth M. Abraham
Scott Building
Hood River, Oregon

Dear Sir:

This is to acknowledge your letter of March 17 in which you state that the affidavit of claim in the amount of $5,400 filed by Griswall Brothers against the Shoreline Construction Company has been paid in part -- the amount paid being $3,304.04.

This, apparently, is in connection with the claim received by us on March 22nd under our Contract 3018 with the Shoreline Construction Company for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-5-49 gr

April 5, 1949

Glens Falls Indemnity Company
Pacific Coast Division
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Kenneth H. Abraham, Attorney, whose address is Scott Building Reed River Oregon, representing Grisewell Brothers. This letter states that the affidavit of claim filed in this office on March 22nd in the amount of $5,400 should be amended to show that of this amount $3,304.84 had been paid. This is in connection with our Contract 2818 with the Shoreline Construction Company for work on the Reed River Junction-Shell Creek Section of the Shell Secondary Highway in Reed River County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Ken Pebbs Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

NOTED ON Onho

4-5-49 J.G.P.

KENNETH M. ABRAHAM
ATTORNEY-AT-LAW
SCOTT BUILDING
HOOD RIVER, OREGON
PHONE 8691

March 30, 1949

SUBJECT: W. P. Criswell, dba Criswell Bros., vs. Shoreline Construction Co.

3018

Oregon State Highway Commission
Salem, Oregon

Dear Sir:

On the 17th day of March, 1949, I forwarded to you an Affidavit of Claim, in which I stated that $5,400.00 was owed by the Shoreline Construction Company to W. P. Criswell, doing business as the Criswell Brothers, and that no part thereof had been paid, whereas, in fact, $3,304.04 had been paid, and I submit this as an amendment to said Affidavit.

Very truly yours,

Kenneth M. Abraham

KMA: lh

RECEIVED
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
4-4-49 gk

RECEIVED
MAR 1 1949
FOR FILING

851 (1)

3018

3018 Paid

Mrs. Lewis

March 30, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by the Oregon-Washington Telephone Company through John H. Mohr against the Shoreline Construction Company for materials furnished under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim is in the amount of $231.81 and bears your file No. 3164.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

3-30-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 28, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John N. Mohr, a notice of claim by Oregon-Washington Telephone Company, for materials furnished in the sum of $231.81, against the bond taken from Shoreline Construction Company, principal, and Glenn Falls Indemnity Company, surety for work on State contract no. 3018 for the grading and oil mat surfacing of Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon.

Three copies of the claim and affidavit are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 30 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-30-49

RECEIVED
MAR 31 1949
FOR FILING

837 (1)
301

Mrs. Lewis

March 30, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Oregon-Washington Telephone Company against the Shoreline Construction Company for materials furnished under our Contract 3016 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County. This claim is in the amount of $231.81.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAGeml
Attach.

cc - Ken Pettis Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Crum Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
778 Edgewater Street
Salem, Oregon

NOTED ON CARD
3-30-49 gk

COPY

CLAIM OF OREGON-WASHINGTON TELEPHONE COMPANY

STATE OF OREGON)
) ss
County of Hood River)

I, R. A. NEILSON, being first duly sworn, upon my oath depose and say:

That Oregon-Washington Telephone Company is a public utility doing business in the states of Oregon and Washington, and that I am the Treasurer of said corporation;

That said corporation has its main office in Hood River County, Oregon, and has a claim for labor and services furnished through telephone service to Shoreline Construction Company or its subcontractor, Parsons Construction Company, which said service was used by said construction company or companies in the prosecution of the work under contract No. 3018 with the Oregon State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon; that said labor and services amount to $231.81; that no part thereof has been paid, and that Oregon-Washington Telephone Company does hereby make demand for payment by said Shoreline Construction Company, Parsons Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company as surety, for said labor and services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

R. A. NEILSON

Subscribed and sworn to before me this 26 day of March, 1949

JOHN M. MOHR
Notary Public for Oregon
My commission expires Aug. 1, 1949

(SEAL)

File [illegible]
File no. X164
Filed March 28, 1949
EARL T. NEWBRY, Secretary of State

COPY

NOTICE OF CLAIM OF

OREGON-WASHINGTON TELEPHONE COMPANY

STATE OF OR GON:

NOTICE IS HEREBY GIVEN that the undersigned, OREGON-WASHINGTON TELEPHONE COMPANY, a public utility doing business in the states of Oregon and Washington and having its main office in Hood River County, Oregon, has a claim for labor and services furnished through telephone service to Shoreline Construction Company or its subcontractor, Parsons Construction Company, which said service was used by said construction company or companies in the prosecution of the work under contract No. 3018 with the Oregon State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $231.81, against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

OREGON-WASHINGTON TELEPHONE COMPANY

By R. A. MEILSON
Treasurer

Subscribed and sworn to before me this 26 day of March, 1949

(SEAL)

JOHN N. MOHR
Notary Public for Oregon

My commission expires Aug. 1, 1949

ENDORSED:
File no. 3164
Filed March 28, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 31 1949
FOR FILING

851 (1)
3018

3018

Mrs. Lewis

March 30, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by W & W Logging Company for labor and materials in the amount of $100.00 against the Shoreline Construction Company under our Contract 3018 for work on the Hood River Junction--Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim bears your file No. 3165.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 28, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from John N. Mohr, a notice of claim by W & W Logging Company, for labor, materials and services furnished in the sum of $100.00, against the bond taken from Shoreline Construction Company, principal and Glenn Falls Indemnity Company, surety for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, State contract no. 3018.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

RECEIVED
MAR 30 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-30-49, JR

RECEIVED
MAR 31 1949
FOR FILING

857 (1)

3018

March 30, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the W & W Logging Company for labor and materials in the amount of $100.00 against the Shoreline Construction Company under our Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This information is furnished on the Glens Falls Indemnity Company appeal as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Ben Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

CLAIM OF W & W LOGGING COMPANY

TO
STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, W & W LOGGING COMPANY, a partnership, composed of Ed Wendsyld and Don Williams, co-partners, has a claim for labor, materials and services furnished the Shoreline Construction Company, or its subcontractors, Parsons Construction Company, at the request of Mr. Frank M. Parsons, president of said Shoreline Construction Company, which said labor, materials and services consisted in the rental from the undersigned claimant of a crane used by the said Shoreline Construction Company, or Parsons Construction Company, in the setting up of its rock crusher equipment in connection with its Contract #3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $100.00, against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for the work of grading and oil mat surfacing on the said section of Odell Secondary Highway in Hood River County, Oregon.

W & W LOGGING COMPANY

By DONALD R. WILLIAMS
Partner.

ENDORSED:
File no. 3165
Filed March 28, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 31 1949
FOR FILING

851 (1)

3018

March 30, 1949

Mr. John H. Mohr
Attorney
Hall Building
Hood River, Oregon

Dear Sir:

This is to acknowledge receipt of a copy of a claim in the amount of $100.00 filed by the W & W Logging Company against the Shoreline Construction Company for labor, materials, and services furnished the contractor under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Your letter states that the original of this claim has been filed with the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 6811

CITY ATTORNEY

March 24, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: W & W LOGGING CO. vs. SHORELINE CONSTRUCTION COMPANY

This is to advise that Notice of Claim in the above matter has been filed with the Secretary of State in the amount of $100.00.

I enclose herewith Affidavit of Don Williams, one of the partners of W & W Logging Co. and Notice of Claim to State of Oregon.

Very truly yours,

John N. Mohr

RECEIVED
MAR 25 1949
OREGON
STATE HIGHWAY COMMISSION

JNM:GT

PHONE 3422

COPY

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON

March 24, 1949

Mr. Earl Newbry
Secretary of State
Salem, Oregon

Dear Sir:

I enclose herewith claim of W & W LOGGING COMPANY against the SHORELINE CONSTRUCTION COMPANY for labor, materials and services furnished on the Odell Secondary Highway in Hood River County, Oregon, which claim has not been paid.

Very truly yours,

John N. Mohr

JNM:CW
enc. 1
REGISTERED
RET REC REQ

cc - H.S.Glaieyer, Secretary
Oregon State Highway Commission

CLAIM OF W & W LOGGING COMPANY

STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, W & W LOGGING COMPANY, a partnership, composed of Ed Wondzyld and Don Williams, co-partners, has a claim for labor, materials and services furnished the Shoreline Construction Company, or its subcontractors, Parsons Construction Company, at the request of Mr. Frank H. Parsons, president of said Shoreline Construction Company, which said labor, materials and services consisted in the rental from the undersigned claimant of a crane used by the said Shoreline Construction Company, or Parsons Construction Company, in the setting up of its rock crusher equipment in connection with its Contract #3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $100.00, against the bond taken from said Shoreline Construction Company as principal and Glens Falls Indemnity Company as surety, for the work of grading and oil mat surfacing on the said section of Odell Secondary Highway in Hood River County, Oregon.

W & W LOGGING COMPANY

By Donald R. Williams
Partner.

CLAIM OF W & W LOGGING COMPANY

STATE OF OREGON)
) ss.
County of Hood River)

I, DON WILLIAMS, being first duly sworn, upon my oath depose and say:

That W & W Logging Company is a partnership and that I am one of the partners in charge of the operations of the same. That said partnership does business in Hood River County, Oregon, and has a claim for labor, materials and services furnished through the use of a crane belonging to said partnership for setting up the rock crusher equipment used by the Shoreline Construction Company, or its subcontractors, Parsons Construction Company, at the request of Mr. Frank M. Parsons, president of said Shoreline Construction Company, which said crane was used by said construction company or companies in the prosecution of its work under Contract #3018 with the State Highway Commission, for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon. That said labor, materials and services amounted to $100.00; that no part thereof has been paid and that this partnership does hereby make demand for payment by said Shoreline Construction Company, Parsons Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company as surety, for said labor, materials and services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

Donald R. Williams

Subscribed and sworn to before me this 12th day of March, 1949.

John N. Mohr

Notary Public for Oregon.

My commission expires: Aug. 1, 1949.

RECEIVED
APR 1 1949
FOR FILING

D-51-(1)

3018

Mrs. Lewis

March 29, 1949

Mr. John N. Mohr
Hall Building
Hood River, Oregon

Dear Sir:

This is to acknowledge your letter of March 26th to which was attached two carbon copies of a claim in the amount of $231.81 filed by the Oregon-Washington Telephone Company under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Your letter states that the original copy of the notice of claim has been filed with the Secretary of State. In the course of normal procedure, the Secretary of State will forward to us three copies of the claim which has been filed with their office. At that time we will notify the surety and the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mm

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

March 26, 1949.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Oregon-Washington Telephone Co.
Vs: Shoreline Construction Company

This is to advise that Notice of Claim in the above matter has been filed with the Secretary of State in the amount of $231.81.

I enclose herewith affidavit of R. A. Neilson, Treasurer of Oregon-Washington Telephone Company and Notice of Claim to State of Oregon.

RECEIVED
STATE HIGHWAY COMMISSION

Very truly yours,
John N. Mohr
John N. Mohr

JNM/t

Encl.

REFERRED TO
SECRETARY

CLAIM OF OREGON-WASHINGTON TELEPHONE COMPANY

STATE OF OREGON)
: ss
County of Hood River)

I, R. A. NEILSON, being first duly sworn, upon my oath depose and say:

That Oregon-Washington Telephone Company is a public utility doing business in the states of Oregon and Washington, and that I am the Treasurer of said corporation;

That said corporation has its main office in Hood River County, Oregon, and has a claim for labor and services furnished through telephone service to Shoreline Construction Company or its subcontractor, Parsons Construction Company, which said service was used by said construction company or companies in the prosecution of the work under contract No. 3018 with the Oregon State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon; that said labor and services amount to $231.61; that no part thereof has been paid, and that Oregon-Washington Telephone Company does hereby make demand for payment by said Shoreline Construction Company, Parsons Construction Company, State of Oregon, or either of them, and Glenn Falls Indemnity Company as surety, for said labor and services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

R. A. Neilson

Subscribed and sworn to before me this 26 day of March, 1949.

John N. Mohr

Notary Public for Oregon

My commission expires Aug. 1, 1949

NOTICE OF CLAIM OF

OREGON-WASHINGTON TELEPHONE COMPANY

STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, OREGON-WASHINGTON TELEPHONE COMPANY, a public utility doing business in the states of Oregon and Washington and having its main office in Hood River County, Oregon, has a claim for labor and services furnished through telephone service to Shoreline Construction Company or its subcontractor, Parsons Construction Company, which said service was used by said construction company or companies in the prosecution of the work under contract No. 3018 with the Oregon State Highway Commission for work on the Hood River Junction-Odell Creek section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $231.81, against the bond taken from said Shoreline Construction Company as principal and Glenn Falls Indemnity Company as surety, for said services furnished for the said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

OREGON-WASHINGTON TELEPHONE COMPANY

By R. A. Nelson

Subscribed and sworn to before me this 26 day of March, 1949.

John N. Nobel

Notary Public for Oregon

My commission expires Aug. 1, 1949

RECEIVED
MAR 23 1949
FOR FILING

357 (1)

3018

Mrs. Lewis

March 22, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

This is to advise that on March 21 we received an affidavit of claim signed by W. F. Grinnell stating that the Shoreline Construction Company owes him $5,400 for 135 cubic yards of concrete and in addition $1,532.89 for miscellaneous items. This affidavit states that the above amounts were incurred by the Shoreline Construction Company in connection with their Contract No. 3018 for work on the Hood River Junction - Odell Creek Section of the Odell Secondary Highway in Hood River County.

The affidavit was prepared for Mr. Grinnell by Kenneth M. Abraham, Attorney-at-Law, Hood River, Oregon.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Ken Potts Insurance Agency
339 Shemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
3-22-49 JK

NOTED
H. B. GLAISYER

A F F I D A V I T

I, W. P. CRISWELL, being first duly sworn, do depose and say:

That I have been doing business as the CRISWELL BROTHERS in Hood River County, Oregon, and that at the special instance and request of the Shoreline Construction Company by letter agreement, dated July 10, 1948, I agreed to pour concrete for the Shoreline Construction Company on their Oregon State Highway Contract Number 3018, in Hood River County, Oregon, and I poured for them according to my figures, not yet approved by the State Highway Commission, 135 yeards, which amounts to $5,400.00, and I have been paid no part thereof, and the Shoreline Construction Company is now in debt to me for said work in the sum of Five Thousand Four Hundred Dollars ($5,400.00), and that in addition thereto, I performed additional work as follows in the sum of $1,532.89, itemized as follows:

Digging out flooded boxes	$ 83.20
Hauling concrete tile to Odell	2.00
Pumping Odell Creek	7.00
Collar Pipe for Shoreline	7.50
Pumping nights for Shoreline	16.00
Hauling Bulldozer from Odell to Crusher	10.00
Hook up pipe to Judds Box	10.00
Extra labor & material on Brocks Pass	250.00
Powder Man	16.30
1 shovel loaned, returned Broken	2.75
Digging Odell Creek for Bridge	1,067.88
State Industrial Accident Commission	16.54
Unemployment Compensation Commission	31.90
Social Security.	11.82
Total	$1,532.89

That this Affidavit is made for the purpose of securing from the State Highway Commission a certified copy of the Contract and Surety Bond between the Shoreline Construction Company and the State of Oregon Highway Commission on Contract Number 3018.

W. P. Criswell

KENNETH M. ABRAHAM
ATTORNEY AT LAW
SCOTT BUILDING
HOOD RIVER, OREGON

Subscribed and sworn to before me this 19th day of March, 1949.

(SEAL)

Christena Lucille Thewell
Notary Public for Oregon
My Commission Expires: 3-16-52

RECEIVED
MAR 23 1949
FOR FILING

Mrs. Lewis

8-51 (1)
3018

March 21, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim in the amount of $1,299.41 filed with your office by Loggers and Contractors Machinery Company against the Shoreline Construction Company for materials furnished the contractor in connection with our Contract No. 3018 on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:md

NOTED ON CARD
3-21-49

3018

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 17, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from Loggers and Contractors Machinery Company, and filed March 16th, a notice of claim for materials furnished in the sum of $1,299.41, against the bond taken from Shoreline Construction Company, principal, and Glen Falls Indemnity Company, surety, for work on State Contract No. 3018, near Hood River, Oregon.

Three copies of the calim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 18 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-18 [illegible]

RECEIVED
MAR 23 1949
FOR FILING

151-(1)
3018

Mrs. Lewis

March 21, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached for your information is a copy of a claim which has been filed with the Secretary of State by Loggers and Contractors Machinery Company of 240 Southeast Clay Street, Portland, against Shoreline Construction Company for materials furnished under our Contract No. 3018 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

This claim is in the amount of $4,299.41.

This information is furnished as the Glens Falls Indemnity Company appears as surety on the bond in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mf
Attach.

cc - Ben Pettis Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

ROUTED ON DATE
3-24-49

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

KLAMATH FALLS

PORTLAND EUGENE

SALES-SERVICE-RENTALS ESTABLISHED 1910

LOGGERS & CONTRACTORS MACHINERY COMPANY

240 S. E. Clay Street Phone EAst 4128
Associated Equipment Distributors

A. E. D. MEMBER

PORTLAND 14, OREGON

March 15, 1949

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the under-signed Loggers & Contractors Machinery Company, 240 S. E. Clay Street, Portland, Oregon, has a claim for material furnished in the total amount of $1,299.41, against the bond taken from Shoreline Construction Company, Salem, Oregon, and/or the Glen Falls Indemnity Company, Ken Potts Insurance Agency acting as agent for same, and the Roy F. Owen Bonding Company, Spalding Building, Portland, Oregon, who are adjusters for said Glen Falls Indemnity Company. This claim covers work on State Contract No. 3018, near Hood River, Oregon.

We have already notified the Glen Falls Indemnity Company and the Roy F. Owen Bonding Company, and they have all the material pertaining to our claim in their hands at this time.

Very truly yours,

LOGGERS & CONTRACTORS MACHINERY CO.

A. G. FITZGERALD
A. G. FitzGerald
General Credit Manager

AGFG:gh

ALL QUOTATIONS MADE SUBJECT TO PRIOR SALE AND CHANGE WITHOUT NOTICE

ENDORSED:
File No. 3159
Filed March 16, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 18 1949
FOR FILING

8-51 (1)

3018

3018

Mrs. Lewis

March 17, 1949

Glenn Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Emerson, Evans, Swett & McCulloch, Attorneys, whose address is 800 Pacific Building, Portland 4, stating that as representatives of the Standard Oil Company of California they have a claim in the amount of $1,146.85 against the Shovelin Construction Company. This appears to be in connection with our contract No. 3018 with Shovelin for work on the Reed River Junction-Chetl Creek Section of the Chetl Secondary Highway in Reed River County.

This information is provided as the Glenn Falls Indemnity Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:ed

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Evans Company
Spalding Building
Portland 4, Oregon

Shovelin Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

3-17-49 gc

301

Mrs. Jones

March 17, 1949

Koerner, Young, Scott & McCulloch
800 Pacific Building
Portland 4, Oregon

Gentlemen:

We have your letter of March 16, in which you state that you represent Standard Oil Company of California and that they have a claim against the Shorelins Construction Company in the amount of $1,148.85 in connection with our contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

The completion date of this job has been extended to July 30, 1949, and we do not anticipate that the work will be completed much ahead of that date as much of the remaining work required dry summer weather.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-17-49

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. De FRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. BLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

March 16, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We represent Standard Oil Company of California which has a claim in the principal amount of $1148.85 against Shoreline Construction Co. and its bond in contract number 3018 with you. While we look forward to receiving payment from the surety, we are interested in making certain that there are no developments which have started the six months period for the presentation of claims as provided in section 98-101 O.C.L.A. Please advise present status of contract.

Very truly yours,

Koerner, Young, Swett + McColloch

RECEIVED
MAR 17 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-17-49 JgR

RECEIVED
MAR 1 7 1949
FOR FILING

3018

Ellis Lewis

March 17, 1949

Mr. Kenneth M. Abraham
Attorney-at-Law
Hood River, Oregon

Dear Sir:

This is to acknowledge your letter of March 15, in which you request a certified copy of Contract No. 3018 with the Shoreline Construction Company for work on the Odell Secondary Highway in Hood River County.

As a matter of courtesy, a copy of the contract and bond is being forwarded to you under separate cover; however, we wish to point out that the law requires that an affidavit of claim be presented before certified copies of the contract are sent out. We will appreciate receipt of the claim within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mf

NOTED ON CARD
3-17-49 gv

KENNETH M. ABRAHAM
ATTORNEY-AT-LAW
HOOD RIVER, OREGON

3018

March 15, 1949

Subject: Shoreline Construction Company

Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Could you forward to me a certified copy of the Contract No. 3018 with the Shoreline Construction Company for work here in Hood River County, Oregon, together with a Certified copy of the Bond?

Very truly yours,

Kenneth M. Abraham

KMA:lh

RECEIVED
MAR 16
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-16-49, JK

RECEIVED
MAR 11 1949
FOR FILING

57 (1)

3618

March 10, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3155, filed by Criswell Brothers against the Shoreline Construction Company for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, our Contract No. 3018.

This claim is in the amount of $6,932.89.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-10-49 JF

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 5, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3155, the notice of claim by W. P. Criswell, dba Criswell Bros., for the labor and material furnished in the sum of $6,932.89 against the bond taken from Shoreline Construction Company, for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon.

We have prepared and are enclosing three copies of the claim for your files, the itemized statements mentioned in the claim were not attached and there are no copies of same.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry
Secretary of State

N:FS
Enc.

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
MAR 11
FOR FILING

851 (1)

3018

Mrs. Lewis notecard

March 10, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Griswell Brothers against the Shoreline Construction Company for labor and material furnished in the amount of $4,932.89. This appears to come under our Contract No. 3018 with the Shoreline Construction Company for grading and oil mat surfacing of the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

The claim contains itemized statements attached. The statement as received by us did not include any itemized statements, and the letter from the Secretary of State says that none were received by them.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond furnished in connection with the above mentioned contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Ben Pohle Insurance Agency
137 Chemeketa Street
Salem, Oregon

Ray F. Coon Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

NOTED ON CARD
3-10-49, gk

W. P. CRISWELL, dba
CRISWELL BROS.,

Plaintiff,

vs,

SHORELINE CONSTRUCTION
COMPANY,

Defendant.

NOTICE OF CLAIM

TO: SECRETARY OF STATE, STATE OF OREGON, and the OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, W. P. CRISWELL, dba CRISWELL BROS., has a claim for labor and material furnished in the sum of $6,932.89 against the Bond taken from the SHORELINE CONSTRUCTION COMPANY, Principal, and the GLENS FALLS INDEMNITY COMPANY, Surety, for the work of furnishing labor and materials on the Oregon State Highway Commission job number 3018 for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon. There are attached herewith itemized claims for the servies rendered.

Dated this 3 day of March, 1949.

W. P. CRISWELL dba
CRISWELL BROS.

ENDORSED:
File No. 3155
Filed March 5, 1949
Earl T. Newbry, Secretary of State

RECEIVED
MAR 8
FOR FILING

3-51 (4)
3018

March 7, 1949

Shoreline Construction Co.
971 Edgewater St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 28, 1949, had under discussion your request for an extension of time of 288 days, from October 15, 1948 to July 30, 1949, within which to complete your contract No. 3018 covering the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

, Secretary

cc

cc: Wm. E. Chandler,
Division Engineer

E. G. Smith

NOTED ON CARD
3-7-49

RECEIVED
FOR FILING

8-51 (1)
3018

Mrs. Imus

March 7, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your No. 3153, filed with your office by the Seal Creek Lumber Company in the amount of $1010.09. This claim was filed against the Sheraline Construction Company under what appears to be our Contract No. 3018 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-7-49 mf

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 1, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3153, the notice of claim by Neal Creek Lumber Company for the lumber furnished in the sum of $1,010.03 against the bond taken from Shoreline Construction Co. for work Hood River Junction-Odell Creek Section of the Odell secondary highway in Hood River County.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
3-7-49

RECEIVED
MAR 8
FOR FILING

1-51 (1)
3018

Mrs. Lewis

3018-

March 7, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim, in the amount of $1030.69, has been filed by the Neal Creek Lumber Company of Reed River, Oregon, against the Shoreline Construction Company for lumber furnished the contractor under what appears to be our Contract 3018 with the Shoreline Construction Company for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

cc - Glens Falls Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray P. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
771 Edgewater Street
Salem, Oregon

NOTED ON CARD
3-7-49

NEAL CREEK LUMBER COMPANY
Wholesale and Retail
Estimates Furnished We Deliver

Everything in the lumber line shingles, lath, cement and plaster, brick, roofing, etc.

Phone Odell 372

Hood River, Oregon

Mill and Yard located at Lens Station six miles from Hood River on Mt. Hood Loop Highway.

February 28, 1949

To: Secretary of State, State of Oregon

Notice hereby is given that the undersigned, Nelson Emry, George L. Emry, Donald W. Emry, and David W. Browning, d/b/a Neal Creek Lumber Company, have a claim for lumber, building materials, hardware, etc. in the sum of one thousand ten and 3/100 dollars ($1,010.03) against the bond taken from Shoreline Construction Company and Glen Falls Indemnity Co. for the work of regrading, rocking and otherwise improving the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County (under what is believed to be State Highway Commission contract No. 3018).

NELSON EMRY

GEORGE L. EMRY

DONALD W. EMRY

DAVID W. BROWNING

cc: State Highway Commission
Ray F. Owen Company
John M. Coke

ENDORSED:
File No. 3153
Filed March 2, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FOR FILING

S-51 (1)

3018

February 28, 1949

To: The Secretary of State, State of Oregon

Notice hereby is given that the undersigned, Nelson Mary, George L. Mary, Donald W. Mary, and David W. Brewning, d/b/a Neal Creek Lumber Company, have a claim for lumber, building materials, hardware, etc. in the sum of one thousand ten and 8/100 dollars ($1,010.08) against the bond taken from Shoreline Construction Company and Glen Falls Indemnity Co. for the work of regrading, rocking and otherwise improving the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County (under what is believed to be State Highway Commission contract no. 3018).

cc: State Highway Commission
Roy P. Owen Company
John M. Cohn

RECEIVED

RECEIVED
MAR 18 1949
FOR FILING
3-51(1)
3018

Mrs. Davis
note

February 2, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Mr. Kenneth M. Abraham, Attorney, whose address is Scott Building, Reed River, Oregon. He states that three of his clients have claims against the Shevaline Construction Company amounting to several thousand dollars. No information is provided as to owners of the cliente or the job in which the claim was incurred.

This information is somewhat sketchy, but is furnished on the Glens Falls Indemnity Company's request as survey in connection with the bonds executed under Contracts 2011, 2012, and 2018 with the Shevaline Construction Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mk

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Coon Company
Spalding Building
Portland 4, Oregon

Shevaline Construction Company
972 Edgewater Street
Salem, Oregon

NOTED ON CARD
2-21-49 gf

RECEIVED
MAR 18 1949
FOR FILING

Mrs. Lewis
note on card

February 21, 1949

Mr. Kenneth M. Abraham
Scott Building
Hood River, Oregon

Dear Sir:

We have your letter of February 16 in which you state that three of your clients have claims against the Shoreline Construction Company. Shoreline holds three contracts with the State; No. 3011 and 3012 are for rock production on the Oregon Coast Highway in Curry County. The other one, No. 3013, is for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

The surety on the bonds executed in connection with all of the above contracts is the Glens Falls Indemnity Company whose agent is the Ken Potts Insurance Agency, 339 Chemeketa Street, Salem. It is our understanding, however, that the Ray F. Owen Company, Spalding Building, Portland 4, is handling the job for the surety in connection with the Hood River job.

We would suggest that you file itemized claims with the surety; also, that itemized claims be filed with the Secretary of State. This latter filing will serve the purpose of protecting your clients' claims beyond the ordinary period of six months after the job is completed and accepted by the Commission. Attached hereto is an excerpt from the Oregon Laws outlining the procedure in this connection.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

NOTED ON CARD

2-21-49, R

KENNETH M. ABRAHAM
ATTORNEY-AT-LAW
SCOTT BUILDING
HOOD RIVER, OREGON

February 18, 1949

SUBJECT: Shoreline Construction Co.

3011
3012
3018
Hood River Jct - Odell Creek
see J. Chr. Odell Stacks
Hiway in Hood River Co.

State Highway Commission
Salem, Oregon

Dear Sir:

I represent three clients against the Shoreline Construction Company, one of whom is a subcontractor, and his claim is mostly for labor, and runs into several thousand of dollars.

It appears that there might possibly be some difficulty in collecting the claims under this Bond, and I would appreciate it if you would forward to me the information that you have in connection with those special proceedings provided for under the Oregon Laws for an action in this connection. Mr. John N. Mohr notified me that you had forwarded to him information in regard to the same bond and on the same subject.

Very truly yours,

Kenneth M. Abraham

KMA:lh

REFERRED TO
Gurney
BY SECRETARY

RECEIVED
FEB 21 1949
COMMISSION

send him copy to
also
send him name of Gurney & etc.
OHS

2-21-49

RECEIVED
FEB 25 1949
FOR FILING

8-5-1 (1)
3018

Miss Lewis
Notice card

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 3349, in the amount of $334.75.

This claim was filed by E. L. Mannis against the Shoreline Construction Company for trucking and transportation furnished the Shoreline Construction Company under our Contract 3016 on the Hood River Junction-Odell Creek Section of the OdellTSecondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

RAG:md

NOTED ON CARD
2-15-49 L.G.

Mrs. Lewis
Note on card

February 15, 1949

Glens Falls Indemnity Company
Pacific Coast Department
311 s Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim in the amount of $736.75 received by us yesterday from the Secretary of State. This claim was filed with the Secretary of State by S. L. Harris against the Shoreline Construction Company, our Contract No. 3238 for work on the Rand River Junction-Chalk Creek Section of the Chalk Boundary Highway in Rand River County.

The claim covers trucking and transportation of equipment from Brookings to Rand River furnished the contractor.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Y:C:md
Attach.

cc - Ben Potts Insurance Agency
379 Chemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Silverton Street
Salem, Oregon

NOTED ON CARD
2-15-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 9, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer;

We have received and filed as of this date, a notice of claim by D. L. Mennis for trucking and transportation of equipment, in the amount of $334.75 against the bond taken from Shoreline Construction Company, principal, and Glens Falls Indemnity Company, surety, for work on State Highway Contract No. 3018.

We have prepared and are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED ON FILE
2-14-49 gk

COPY

January 31, 1949

Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that D. L. Mennis, of 3280 Portland Road, Salem, Oregon has a claim of $334.75 for trucking and transportation of equipment from Brookings Oregon to Hood River, Oregon, against the bond from the Glens Falls Indemnity Company for work by the Shoreline Construction Company on the Oregon State Highway Contract # 3018.

Signed:

D. L. MENNIS

D. L. Mennis
3280 Portland Road
Salem, Oregon

ENDORSED;

File No. 3149

Filed, February 9, 1949

EARL T. MENDRY, Secretary of State

RECEIVED
FEB 25 1949
FOR FILING

8-51 (1)

3018

Mrs. Lewis
note on card

February 15, 1949

The Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

We have, today, received from the Secretary of State, a claim in the amount of $954.96 filed with their office by the State Industrial Accident Commission for unpaid contributions. This claim, a copy of which is attached, has been filed against the Sherolins Construction Company for work on the Hood River Junction-Odell Creek Section of the Odell Summary Highway in Hood River County, our Contract No. 3018.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

RHC:ml
Attach.

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray V. Owen Company
Spalding Building
Portland 4, Oregon

Sherolins Construction Company
978 Edgewater Street
Salem, Oregon

NOTED ON CARD

2-15-49 jR

State Industrial Accident Commission
Salem, Oregon

COPY

Form 69 100M 1-47

January 26, 1949

Firm No. 153157

State Highway Commission
Attention: E. B. Glaisyer, Secretary
Salem, Oregon

Earl T. Newbry
Secretary of State
Salem, Oregon

Glens Falls Indemnity Company
c/o John M. Coke, Attorney
Yeon Building
Portland, Oregon

Gentlemen: Re: State Industrial Accident Commission
vs. Shoreline Construction Company

Enclosed herewith is an itemized statement for $554.96, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No. 3018, Hood River Junction-Odell Creek Section of the Odell Secondary Highway.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:FB
Enc.
Registered

ENDORSED:
File No. 3148
Filed January 28, 1949
Earl T. Newbry, Secretary of State

State Of Oregon
Industrial Accident Commission
Fiscal Control Division
Salem, Oregon

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE
THE INDUSTRIAL ACCIDENT FUND

153157
Firm Number
Shoreline Construction Co.
(Hood River)

Period Covered Mo.	Yr.	Class of Payroll	As Audited Base Rate	Exp. Rate	Amt. of Payroll	Emp. Cont.	Work Cont.	Int.	Balance Debit
8	48	Construction	4.20	Base	379.04	15.92	.23	.65	16.80
9	48	Road Construction	4.00	"	1027.69	41.11			41.11
9	48	S. & G. Plant & Champas	4.50	"	2878.55	129.54			129.54
9	48	" Bunkers	3.50	"	782.12	27.38	3.80	5.97	36.95
10	48	Road Construction	4.00	"	2670.99	106.84			106.84
10	48	S. & G. Plant & Bleakensop	4.50	"	3021.08	135.95			135.95
10	48	" Bunkers	3.50	"	768.14	26.88	5.09	5.42	37.39
11	48	Road Construction	4.00	"	296.35	11.85			11.85
11	48	S. & G. Plant	4.50	"	597.42	26.88			26.88
11	48	" Bunkers	3.50	"	296.37	10.35	.79	.49	11.65
		Totals			532.72	9.71	12.53		554.96

Prepared by L. Hill 1-25-49 Total 554.96

ENDORSED:
File No. 3148
Filed January 28, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 25 1949
FOR FILING

3018

Mrs. Lewis
note on card

I 57-(1)

3018

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sirs

This is to acknowledge receipt of three copies of a claim, your file No. 3151, filed with your office by the Oregon Portland Cement Company in the amount of $597.60 against the Shoreline Construction Company for cement furnished under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQrmd

NOTED ON CARD
2-15-49, J.R

Mrs. Lewis
Note on card

February 15, 1946

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us yesterday from the Secretary of State in the amount of $777.80. This claim was filed in their office by the Oregon Portland Cement Company for cement furnished the Shoreline Construction Company under our Contract No. 2016 for work on the Hood River Junction-Odell Creek Section of the Odell Creek Secondary Highway in Hood River County.

This information is provided as your company appears on surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQuad
Attachs.

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray P. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
2-15-46 FQ

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3018

February 9, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed as of this date, a notice of claim by Oregon Portland Cement Co., for cement furnished in the sum of $597.80 against the bond taken from Shore Line Construction Company, as principal, and Glens Falls Indemnity Company, surety for work under Contract No. 3018 on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, File No. 3151.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

Enc.

RECEIVED
FEB 11 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

2-14-49 BR

COPY

OREGON PORTLAND CEMENT CO.

111 S. E. Madison

PORTLAND, OREGON

February 8, 1949

Secretary of State
Salem, Oregon

Dear Sir:

We hereby give notice that the Oregon Portland Cement Company has a claim for cement furnished in the sum of $597.80 against the bond taken for the Shore Line Construction Company and Glens Falls Indemnity Company for work under Contract No. 3018 on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON PORTLAND CEMENT COMPANY

LEE PARSONS

Secretary

LP/ela

ENDORSED:

File No. 3151
Filed February 9, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
FEB 25 1949
FOR FILING

2-57 (1)
3018

3018

Mrs. Lewis
Western Land

February 15, 1949

Honorable Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of February 10, to which was attached three copies of a claim in the amount of $554.96 filed with your office by the State Industrial Accident Commission against the Shoreline Construction Company, our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim bears your file No. 3148.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQrmd

NOTED ON CARD
2-15-49 EJ

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 10, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of January 28, 1949, the notice of claim by State Industrial Accident Commission for unpaid contributions due in the sum of $ 554.96 against the bond taken from Shoreline Construction Company for work on Hood River Junction-Odell Creek Section of the Odell Secondary Highway, file No. 3148.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 11
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CHRL.
2-14-49

RECEIVED
FEB 11 1949
FOR FILING

8-51 (1)
3018

Mrs. Lewis

February 10, 1949

Mr. John M. Mohr
Hall Building
Hood River, Oregon

Dear Sir:

As requested in your letter of February 3, we are enclosing, herewith, a certified copy of Contract No. 3018 with the Shoreline Construction Company for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

As your client, the Ideal Grader and Equipment Company has already filed their claim of $466.10 with the Secretary of State, we know of no other legal procedure that you may take to protect your claim. It might be possible to obtain a settlement from the surety, the Glens Falls Indemnity Company, as we understand that they have taken over the job. It is also our understanding that the Ray P. Owen Company, Spalding Building, Portland 4, is handling this job for the surety.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Enc.

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

February 3rd, 1949.

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In re: Ideal Grader and Equipment Company vs.
Shoreline Construction Company and
Parsons Construction Company

Pursuant to your letter of January 10th, 1949, this is to advise that notice of claim in the above matter has been filed with the Secretary of State, in the amount of $468.10, and receipt of claim has been acknowledged by the Secretary of State.

I enclose herewith the Affidavit of Mr. August Bosse, managing partner of the partnership, and request that a copy of the contract bond be furnished so that we may bring suit upon them. If you have any suggestions as to how the claim may be collected without going to the trouble of bringing suit, I feel sure that my client would rather stay out of court, but it does expect to be paid for the labor and materials furnished.

Very truly yours,

John N. Mohr

JOHN N. MOHR.

JNM:hsb
Encl.

REFERRED TO BY SECRETARY

Query
send him a certified copy of the contract.
HHS

RECEIVED
FEB
OREGON
STATE HIGHWAY COMMISSION

CLAIM OF IDEAL GRADER AND EQUIPMENT COMPANY

STATE OF OREGON)
) ss.
County of Hood River)

I, AUGUST BOSSE, being first duly sworn, upon my oath, depose and say:

That IDEAL GRADER AND EQUIPMENT COMPANY is a partnership and that I am a managing partner of the same. That said partnership does business in Hood River County, Oregon, and has a claim for labor and materials furnished in the repair of a certain motor truck for Shoreline Construction Company, or its sub-contractors, Parsons Construction Company, at the request of Frank M. Parsons, President of said Shoreline Construction Company, which said motor truck was used by said contruction company or companies in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon. That said work and materials amounted to $468.10. That no part thereof has been paid and that this partnership does hereby make demand for payment against the said Shoreline Construction Company, Parsons Construction Company, State of Oregon and Glen Falls Indemnity Company as surety for said labor and materials furnished in said truck used on said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

August Bosse

Subscribed and sworn to before me this 10 day of February, 1949.

John N. Mohr
Notary Public for Oregon
My commission expires Aug. 1, 1949.

CLAIM OF IDEAL GRADER AND EQUIPMENT COMPANY

STATE OF OREGON)
) ss.
County of Hood River)

I, AUGUST BOSSE, being first duly sworn, upon my oath, depose and say:

That IDEAL GRADER AND EQUIPMENT COMPANY is a partnership and that I am a managing partner of the same. That said partnership does business in Hood River County, Oregon, and has a claim for labor and materials furnished in the repair of a certain motor truck for Shoreline Construction Company, or its sub-contractors, Parsons Construction Company, at the request of Frank M. Parsons, President of said Shoreline Construction Company, which said motor truck was used by said contruction company or companies in the prosecution of its work under Contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon. That said work and materials amounted to $466.10. That no part thereof has been paid and that this partnership does hereby make demand for payment against the said Shoreline Construction Company, Parsons Construction Company, State of Oregon and Glen Falls Indemnity Company as surety for said labor and materials furnished in said truck used on said contract for the grading and oil mat surfacing of said section of the Odell Secondary Highway in Hood River County, Oregon.

August Bosse

Subscribed and sworn to before me this 2nd day of February, 1949.

John A. Mohr
Notary Public for Oregon
My commission expires Aug. 1, 1949.

RECEIVED
FEB 9 1949
FOR FILING

files

8-51-(1)
3018

OREGON PORTLAND CEMENT CO.
111 S.E. MADISON
PORTLAND, OREGON

February 8, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Thank you very much for your letter of February 7, 1949, with reference to our claim against the Shore Line Construction Company for cement furnished under Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

As suggested in your letter we are filing claim with the Secretary of State as provided by the excerpt from the Oregon laws which you so kindly forwarded.

Very truly yours,

OREGON PORTLAND CEMENT COMPANY

Lee Parsons

Secretary

LP/cla

NOTED
QUERY

RECEIVED
FEB 9 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 9 1949
FOR FILING

A-51 (1)
3018

February 7, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of February 1, to which was attached three copies of a claim filed with your office by the Mercer Steel Company, Inc. against the Shovelline Construction Company.

This claim is in the amount of $583.27 for steel furnished the contractor on what appears to be our contract No. [redacted] for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County. The claim is identified on your file No. 3142.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml

NOTED ON CARD
2-7-49 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 1, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3142, the notice of claim by Mercer Steel Company, Inc. for the covering and reinforcing steel furnished in the sum of $583.27, against the bond taken from Shoreline Construction Company and/or Frank W. Parsons, Subcontractor for work on Hood River Junction-Odell Creek Section of highway.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED ON CARD
2-1-49

RECEIVED
FEB 7 19
OREGON
HIGHWAY COMMISSION

February 7, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have, today, received from the Secretary of State a claim in the amount of $583.27 filed with their office by the Hoover Steel Company Inc. against the Shovelins Construction Company. This appears to come under our Contract No. [illegible] with the Shovelins Construction Company for work on the Rock River Junction-Stahl Creek Section of the Stahl Secondary Highway in Rock River County.

This information is provided as your company appears as surety under the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Ben Pebbs Insurance Agency
777 Chemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shovelins Construction Company
771 Edgewater Street
Salem, Oregon

2-7-49 FAQ

MERCER STEEL COMPANY, INC.
Reinforcing Steel and Specialties
2555 N. W. Nicolai Street
Portland 10, Oregon
January 31, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Gentlemen:

Will you please consider this letter as a claim which we are filing against the Shoreline Construction Company, Sub-Contractor, and/or Frank M. Parsons, General Contractor, on Project No. 3018, Hood River Junction O'Dell Creek Widening on Oregon Secondary Highway, in the amount of $583.27, covering reinforcing steel furnished on this project for which we have been unable to secure payment.

Very truly yours,
MERCER STEEL COMPANY, INC.
By H. D. MERCER
H. D. Mercer

HDM:me

ENDORSED:
File No. 3142
Filed February 1, 1949
Earl T. Newbry, Secretary of State

RECEIVED
FEB 9 1949
FOR FILING

8-51-(1)
8018

February 7, 1949

Glens Falls Indemnity
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have, today, received a claim from the Oregon Portland Cement Company of 111 Southwest Hoffman, Portland 14, in the amount of $397.80 for cement furnished on September 4th and October 8th. This claim appears to be against the Shoreline Construction Company under our Contract No. 2216 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

This information is furnished as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQ:mk

cc - Ben Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ivey F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
2-7-49 JC

February 7, 1949

Oregon Portland Cement Company
111 S. E. Madison
Portland 14, Oregon

Gentlemen:

This is to acknowledge your letter of February 4 to which was attached a statement of a claim in the amount of $597.80 which the Shoreline Construction Company owes you for cement furnished under our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

In addition to filing your claim with the surety, which you state has already been done, we suggest that you also file your claim with the Secretary of State. By so doing, your claim will be protected beyond the ordinary period of six months after the job has been completed and accepted by the Commission.

For your information, we are enclosing an excerpt from the Oregon Laws pertaining to such a filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Enc.

NOTED ON CARD
2-7-49 gr

OREGON PORTLAND CEMENT CO.

111 S.E. MADISON

PORTLAND, OREGON

3018

February 4, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Upon receipt of your letter dated December 16, 1948, we filed our claim against the Shore Line Construction Company under their Contract No. 3018 with the Glens Falls Indemnity Company, Spalding Building, Portland, Oregon. To date we have not had a reply.

In order to complete your records we are taking the liberty to enclose a statement of our account outstanding against the Shore Line Construction Company in the amount of $ 597.80.

Yours very truly,

OREGON PORTLAND CEMENT COMPANY

Lee Parsons

Secretary

LP/ela

REFERRED TO Query BY SECRETARY

write on card
return email letter

NOTED ON CARD
2-7-49

RECEIVED
FEB 7
OREGON
STATE HIGHWAY COMMISSION

MONTH[illegible]TATEMENT

OREGON PORTLAND CEMENT CO.

111 S. E. MADISON
PORTLAND 14, OREGON
PHONE EAST 3116

DATE February 4, 1949

Shore Line Construction Co.
971 Edgewater Road
Salem, Oregon

DATE 1948	BBLS.	DESCRIPTION	DEBITS	CREDITS	BALANCES
Sept. 4	90	Cement	352.80		
Oct. 8	62½		245.00		
					597.80

RECEIVED
FEB 4 1949
FOR FILING

851 (1)

3018

Mrs. Lois

February 1, 1949

Glens Falls Indemnity Company
Pacific Coast & Department
Mills Tower
San Francisco, California

Gentlemen:

We have received from the State Industrial Accident Commission a claim in the amount of $554.96 for unpaid contributions incurred by the Shoreline Construction Company under Contract No. 3018 for work on the Reed River-Shell Creek Section of the Shell Secondary Highway in Reed River County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Filed

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

2-1-49 JC

INDUSTRIAL ACCIDENT COMMISSION

COLLECTIONS DIVISION
H. E. OSBORN, ASSISTANT COMMISSIONER

SALEM, OREGON

January 26, 1949

PAUL E. GURSKE
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

Firm No.153157

3018

State Highway Commission
Attention: H.B.Glaisyer, Secretary,
Salem, Oregon.

Earl T.Newbry,
Secretary of State,
Salem, Oregon.

Glens Falls Indemnity Company,
c/o John M.Coke, Attorney,
Yeon Building,
Portland, Oregon.

Gentlemen: Re: State Industrial Accident Commission
vs. Shoreline Construction Company

Enclosed herewith is an itemized statement for $554.96, representing the unpaid contributions due the State Industrial Accident Commission upon labor performed under Highway Contract No.3018, Hood River Junction-Odell Creek Section of the Odell Secondary Highway.

This letter, together with attached statement, is deemed formal notification to the State Highway Commission and Secretary of State, and claim upon the Glens Falls Indemnity Company, surety upon the aforementioned contract.

Very truly yours,

RAY H. LAFKY
Attorney for
STATE INDUSTRIAL ACCIDENT COMMISSION

RHL:FB
Enc.
Registered

NOTED ON CARD
1-26-49 R

FORM 257

STATE OF OREGON
INDUSTRIAL ACCIDENT COMMISSION
FISCAL CONTROL DIVISION
SALEM, OREGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

SHORELINE CONSTRUCTION CO. (HOO
FIRM NAME

PERIOD COVERED MO.	PERIOD COVERED YR.	AS AUDITED CLASS OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	AS PAID DATE PAID	EMPLOYER CONT.	WORK. CONT	INTEREST	PENALTY	COURT COST
8	48	CONSTRUCTION	4.00	BASE	379 04	15 52	29	65								
9	48	ROAD CONSTRUCTION	4.00	"	1087 69	43 11										
9	48	S. & G. PLANT & CHIPPAS	4.50	"	2878 55	129 54										
9	48	" BUNKERS	3.50	"	782 12	27 38	3 60	5 97								
10	48	ROAD CONSTRUCTION	4.00	"	2670 99	106 84										
10	48	S. & G. PLANT & BLENDING	4.50	"	3021 00	135 95										
10	48	" BUNKERS	3.50	"	768 04	26 88	5 09	5 42								
11	48	ROAD CONSTRUCTION	4.00	"	296 35	11 85										
11	48	S. & G. PLANT	4.50	"	597 42	26 88										
11	48	" BUNKERS	3.50	"	296 35	10 37	79	49								
TOTALS						532 72	9 78	12 59			XXXXXX					

PREPARED BY L. HILL [illegible] 19___

TOTAL

OREGON
ENT COMMISSION
ROL DIVISION
OREGON

ITEMIZED STATEMENT OF CONTRIBUTIONS DUE THE INDUSTRIAL ACCIDENT FUND

159157
FIRM NUMBER

SHORELINE CONSTRUCTION CO. (HOOD RIVER)
FIRM NAME

AS AUDITED									AS PAID					BALANCE	
S OF PAYROLL	BASE RATE	EXP. RATE	AMOUNT OF PAYROLL	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DATE PAID	EMPLOYER CONT.	WORK. CONT.	INTEREST	PENALTY	COURT COST	DEBIT	CREDIT
	4.20	BASE	379 84	15 92	89	65									16 80	
CTION	4.00	"	1027 69	41 11											41 11	
T & CHIMPS	4.50	"	2870 55	129 54											129 54	
RS	3.50	"	782 82	27 39	3 60	5 97									36 95	
CTION	4.00	"	2670 99	106 84											106 84	
T & BLOCKMEN	4.50	"	3082 08	135 95											135 95	
RS	3.50	"	768 84	26 88	5 09	5 42									37 39	
CTION	4.00	"	296 35	11 85											11 85	
T	4.50	"	957 42	26 88											26 88	
RS	3.50	"	296 35	10 37	79	49									11 65	

RECEIVED
FEB 4 1949
FOR FILING

851 (1)

3018

Mrs. Lewis

February 2, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have, today, received from the Secretary of State a claim in the amount of $468.10, filed with their office by the Diesel Trucks and Equipment Company for labor and material furnished to repair a motor truck used on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County. This appears to be our Contract No. 3018 with the Shoreline Construction.

This information is furnished as your company appears as surety with the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQuad

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Dunn Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
2-1-49 gr

February 1, 1949

CLAIM OF IDEAL GRADER AND EQUIPMENT COMPANY

STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned, IDEAL GRADER AND EQUIPMENT COMPANY, has a claim for labor and materials furnished in the repaireof a certain motor truck for Shoreline Construction Company, or its sub-contractor, Parsons Construction Company, at the request of Mr. Frank M. Parsons, President of said Shoreline Construction Company, which said motor truck was used by said construction company or companies, in its contract no. 3015 with the State Highway Commission for work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $468.10, against the bond taken from said Shoreling Construction Company as principal and Glen Falls Indemnity Company as surety, for the work of grading and oil mat surfacing on the said Section of Odell Secondary Highway in Hood River County, Oregon.

IDEAL GRADER AND EQUIPMENT COMPANY

By AUG BOSSE

ENDORSED:
File No. 3139
Filed January 24, 1949
Earl T. Newbry, Secretary of State

Mrs. Lewis

February 1, 1949

Honorable Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 24th to which was attached three copies of a claim in the amount of $468.10.

This claim, filed by the Ideal Grader and Equipment Company, bears your File No. 3139, and covers labor and materials furnished the Shoreline Construction Company for repair of a water truck used on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This appears to be our Contract No. 3016.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-1-49 EgP

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 24, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

We have received and filed as of this date, file no. 3139, the notice of claim by Ideal Grader and Equipment Company for the labor and material furnished in the sum of $468.10 against the bond taken from Shoreline Construction Company and Parsons Construction Company its sub-contractor for repairing a motor truck used on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
COMMISSION

NOTED ON C...
1-24-49

RECEIVED
FEB 4 1949
FOR FILING

851 (1)

3118

February 1, 1949

State Industrial Accident Commission
Building

Attention: Ray H. Lafky, Attorney

Gentlemen:

This is to acknowledge your letter of January 26 to which was attached an itemized claim for unpaid contributions owed to the Industrial Accident Commission by the Shoreline Construction Company on labor performed under Highway Contract No. 3036 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim will be noted on our records and the surety and contractor advised of its receipt.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

NOTED ON CARD
2-1-49 DJR

RECEIVED
FEB 9 1949
FOR FILING

3018

8-51(1)

3018

January 31, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Gentlemen:

Will you please consider this letter as a claim which we are filing against the Shoreline Construction Company, Sub-Contractor, and/or Frank M. Parsons, General Contractor, on Project No. 3018, Hood River Junction O'Dell Creek Widening on Oregon Secondary Highway, in the amount of $583.27, covering reinforcing steel furnished on this project for which we have been unable to secure payment.

Very truly yours,

MERCER STEEL COMPANY, INC.

BY: H. D. Mercer

H. D. Mercer

[redacted]
cc: H.B. Glaisyer
O.S.H.C.

RECEIVED
FEB 1 (illegible)
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 2 1949
FOR FILING
J-57-01
SOR

January 26, 1949

Oregon State Highway Commission

Request for extension of time
No. 1
February 25 and March 1 meeting

Gentlemen:

Herewith a request from the Shoreline Construction Company for an extension of time from October 15, 1948 to July 30, 1949, on its Contract No. 3016, Wood River Junction-O'Neil Section of the Small Secondary Highway in Wood River County.

Subsequent to the award of the contract on this project, it was found necessary to install two concrete stock passes, which delayed the contractor some thirty days in starting his grading work. This delay threw his grading operations into late fall, and rainy weather prevented him from completing the rock surfacing and oil mat surface treatment. As this work cannot be done until we have favorable weather next spring, it is recommended that the contractor be granted an extension of time, as requested, to July 30, 1949, without penalty. This extension is concurred in by Mr. T. H. Davis, District Engineer, Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:ms:hl
cc: W. C. Williams
M. G. Smith

RECEIVED
FEB 7 1949
FOR FILING

8-51 (1)
3018

JOHN H. MOHR
Attorney at Law
Hall Building,
HOOD RIVER, OREGON.

CITY ATTORNEY

January 21, 1949 (Dictated 1/20/49)

Mr. Earl Newbry,
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose herewith duplicate copy of claim of the Ideal Grader and Equipment Company against the Shoreline Construction Company for labor and materials furnished on the Odell Secondary Highway in Hood River County, Oregon which claim has not been paid.

Very truly yours,
John H. Mohr
JOHN H. MOHR.

JHM:ID
2 Encs.

cc to H. B. Claiayer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

REGISTERED MAIL
RETURN RECEIPT REQUESTED.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

CLAIM OF IDEAL GRADER AND EQUIPMENT COMPANY

STATE OF OREGON;

NOTICE IS HEREBY GIVEN that the undersigned, IDEAL GRADER AND EQUIPMENT COMPANY, has a claim for labor and materials furnished in the repair of a certain motor truck for Shoreline Construction Company, or its sub-contractor, Parsons Construction Company, at the request of Mr. Frank M. Parsons, President of said Shoreline Construction Company, which said motor truck was used by said construction company or companies, in its contract No. 3018 with the State Highway Commission for work on the Hood River Junction-Odell Creek Section of Odell Secondary Highway in Hood River County, Oregon, in the sum of $466.10, against the bond taken from said Shoreline Construction Company as principal and Glen Falls Indemnity Company as surety, for the work of grading and oil mat surfacing on the said Section of Odell Secondary Highway in Hood River County, Oregon.

IDEAL GRADER AND EQUIPMENT COMPANY

By Ray Bosse

RECEIVED
JAN 24
FOR FILING

mrs. Lewis

3018

January 21, 1949

Glenns Falls Indemnity Company
Pacific Coast Department
Hilby Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim was filed in their office by the Humble Oil Company in the amount of $283.70 for materials furnished the Shevelina Construction Company for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County. This appears to come under our contract No. 3018 with the Shevelina Construction Company.

This information is provided as your company appears as surety under the above contract.

Yours very truly

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Ben Pohle Insurance Agency
339 Shoppington Street
Salem, Oregon

Ray F. Owen Company
Spalding Building
Portland 4, Oregon

Shevelina Construction Company
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
1-21-49 g.c

January 21, 1949

Honorable Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of January 19, to which was attached three copies of a claim filed with your office by the Mannis Oil Company for materials furnished Shoreline Construction Company on the Reed River-Odell Creek section.

This claim is in the amount of $303.70, and apparently comes under our contract No. 3016.

Yours very truly

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:MD

NOTED ON CARD
1-21-49, gc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 19, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3138, the notice of claim by Mennis Oil Company for materials furnished in the sum of $303.70 against the bond taken from Shoreline Construction Company, for work on the Hood River-Odell Creek Section of the highway.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
JAN 21 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

1-21-49

Notice is hereby given that the undersigned Mennis Oil Company has a claim for materials furnished in the sum of $303.70 against the bond taken from the Glens Falls Indemnity Co. for the work of the Shoreline Construction Company on the Hood River Junction -Odell Creek, Oregon State Highway Contract #3018.

MENNIS OIL CO.

B. T. MENNIS

ENDORSED:
File No. 3138
Filed January 19, 1949
Earl T. Newbry, Secretary of State

RECEIVED
JAN 18 1949
FOR FILING
S-5(1)
3018

January 18, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Under date of January 12, you concurred in an extension of time on Contract No. 3018, Hood River Junction-Odell Section of the Odell Secondary Highway, Oregon S-51 (1), from October 15, 1948 to July 30, 1949, with a stipulation that 30 days extension be granted without penalty and the engineering penalty assessed for the balance of the period to date of completion.

A further study of this matter indicates that the contractor should be entitled to further consideration by reason of the fact that two cattle passes not called for in the original contract were required to be constructed to fulfill right of way obligations. The construction of these cattle passes delayed the contractor in his grading operations for approximately 30 days.

This 30-day delay resulted in the contractor's inability to complete grading operations before the wet weather season to the extent that he was unable to get his grading in shape to surface and oil it during seasonal weather. This, in fact, made it practically impossible for the contractor to complete oiling work in 1948.

Considering the above facts, it is respectfully requested that you reconsider this matter and concur with our recommendation that the contractor be granted an extension of time to July 30, 1949, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWimm

cc Mr. H. G. Smith

RECEIVED
JAN 18 1949
FOR FILING

Miss Lewis
note on card

S-51 (1)
3018

January 17, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim was filed in their office by the Acme Erainage and Metal Products, Inc., in the amount of $97.54 for materials furnished the Sherolins Construction Company, our Contract No. 3018 for work on the Rock River Junction-Obell Creek Section of the Obell Secondary Highway in Rock River County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encls.

cc - Ben Pebbs Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Gunn Company
Spalding Building
Portland 4, Oregon

Sherolins Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
1-17-49 gl

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S. E. Gladstone Street Portland 2, Oregon
Jan. 7, 1949

To: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned Armco Drainage & Metal Products, Inc. has a claim for miscellaneous concrete irrigation pipe: our invoice #8821 in the amount of Twenty-three and 60/100 ($23.60) Dollars, together with interest at six per cent (6%) per annum from August 16, 1948; our invoice #9807 in the amount of Four and 50/100 ($4.50) Dollars, together with interest at six per cent (6%) per annum from September 28, 1948; and our Invoice #740 in the amount of Sixty-nine and 44/100 ($69.44) Dollars, together with interest at six per cent (6%) per annum from November 22, 1948, against the bond taken from the Shoreline Construction Company, principal and Glens Falls Indemnity Company surety for the work on Odell Highway job near Odell, Oregon.

ARMCO DRAINAGE & METAL PRODUCTS, INC.

D. L. DARNEAL
Assistant Treasurer

D L Darneal/vjs
Enc.

cc- Shoreline Consttuction Company
971 Edgewater Street
Salem, Oregon

Glen Falls Indemnity Company
c/o Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Encls. 1 copy of each invoice
to Secretary of State

3 Copies of each invoice
to Glens Falls Indemnity Company
and Roy F. Owen Company

ENDORSEMENT:
FILE NO. 3134
FILED JANUARY 10, 1949
EARL T. NEWBRY, SECRETARY OF STATE

COPY

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S. E. Gladstone St. Portland 2, Oregon

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
	10-13-48		10-13-48	2821	740

Invoice Date 10-22-48
Shipment Date 10-13-48
How Shipped Our Truck #16
Car Initial & No.

SOLD TO: Shoreline Construction Company
Salem, Oregon

SHIP TO: Same - Odell Highway Job Near Odell, Ore.

Destination: Same (Hood River Co.)

Past Due Accounts Bear Interest at 6% per Annum

Route	Ship From	Salesman
Our Truck #16	Hood River Conc.	McAdams
F. O. B.	Terms	Market
	30-1/2-10	140 - 138

Ordered Quantity	Description	Unit Price	Quantity Bk. Ord	Quantity Shipped	Amount
84	Pcs. 6" Conc. Irrig. Pipe	.27		252	68.04
1	Only 6 x 4 Conc. Sewer Wye	1.40		1	1.40
					69.44

Ticket #01722

COPY

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S. E. Gladstone St. Portland 2, Oregon

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No.	Invoice No.
	8/19/48		8/19/48	1167	9807

Invoice Date
8-28-48

Sold To
Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

Shipment Date
8/19/48

Ship To Same: Hood River

How Shipped

Destination:

Car Initial & No.
H.River

Route	Ship From	Salesman	
Picked up	Hood River Plant	McAdams	PAST DUE ACCOUNT BEAR INTEREST AT 6% PER ANNUM
F. O. B	Terms 30-1/2-10	Market 138-140	8

Ordered Quantity	Description	Unit Price	Bk. Ord.	Quantity Shipped	Amount
6	6" Conc. Irrigation Pipe	.25		18	4.50
	01435				

COPY

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
2321 S. E. Gladstone Street Portland 2, Oregon

Buyer's Order No.	Buyer's Date	Promised	Our Date	Order No	Invoice No.
	7/1/48		7/1/48	696	8821

Invoice Date
7-16-48

SOLD TO Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

Shipment Date
7/1/48
How Shipped
Car Initial & No.

SHIP TO Same
destination: Hood River Job H.River

Route called for

Shipped From
Hood River Plant

Salesman
McAdams

Past Due Accounts
Bear Interest at
6% per annum

F. O. B

Terms
30-1/2-10

Market
138-140

Ordered Quantity	Description	Unit Price	Quantity Bk.Ord.	Quantity Shipped	Amount
35	4" Conc. Irrig. Pipe	.20		105	21.00
1	4" 1/4 Bend			1	1.00
1	Sack of Cement			1	1.15
3	Sacks of Sand	.15		3	.45
					23.60

01259

RECEIVED
JAN 18 1949
FOR FILING

Mrs. Lewis
note on card

8-51-(1)
9018

January 17, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of January 10 to which was attached three copies of a claim filed with your office by the Armco Drainage and Metal Products, Inc., in the total amount of $97.54.

This claim, your file No. 1124, is against the Shoreline Construction Company for work under our Contract No. 1014 on the Shell Highway in Reed River County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:de

NOTED ON CARD
1-17-49 C

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 10, 1949

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file 3134, the notice of claim by Armco Drainage & Metal Products, Inc. for the supplies furnished in the sum of $97.54 against the bond taken from Shoreline Construction Company, for work on the Odell Highway, Odell Oregon.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt af the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
SECRETARY

RECEIVED
JAN 17 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JAN 14 1949
FOR FILING

8-51 (1)

3018

was hand signed in court Dec

January 10, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission has received information to the effect that Shoreline Construction Company is indebted to Ideal Grader and Tractor Company, Bend, Oregon, in the amount of $488.10 for repairs to a truck used on Shoreline Construction Company's contract, No. 3018, with the State Highway Commission for grading and oil mat surfacing on the Bend River Junction-Obsidian Creek Section of the Obsidian Secondary Highway, in Bend River County.

This information is given you inasmuch as the Glens Falls Indemnity Company appears as surety on the bond furnished by Shoreline Construction Company in connection with this work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MMBrae 1-11.

cc - Mr. Floyd Query
Shoreline Construction Co.
Ben Pobbs Insurance Agency
Ray F. Owen Company

NOTED On CARD
1-18-49 BK

January 10, 1949

Mr. John H. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Dear Mr. Mohr:

In your letter of January 5, 1949, you advise the State Highway Commission of the claim of your clients, Hood Grader and Nursery Company, in the amount of $668.10 against Shoreline Construction Company, arising out of its contract, No. 3018, with the State Highway Commission for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway, in Hood River County.

You also state that you filed the claim with the bonding company, which has refused to honor it for the reason that they state the truck on which repairs were made belonged to Parsons Construction Company, who were subcontractors on this work.

Insofar as State Highway contracts are concerned, the bond furnished by the original contractor is responsible and liable for satisfaction of claims arising out of subcontractors' operations. It would appear, therefore, that the claim of your clients is a proper one against the bond furnished by the Shoreline Construction Company. Our records show that this bond was written by the Glens Falls Indemnity Company, for whom Ken Potts Insurance Agency, 339 Chemeketa Street, Salem, is the local agent. Roy F. Green Company, Spalding Building, Portland 4, is the bonding company's adjuster in the case.

You are familiar with the statutes covering the filing of claims against contractors on public work; nevertheless, I enclose a mimeographed excerpt of the statutes for your ready reference.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:ec 1-11
Enc.

cc - Mr. Floyd Query

NOTED ON CARD
1-12-49 K

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

(Dictated Jan. 3, 1949)

Jan. 5, 1949.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen: In Re: Shoreline Construction Company

I represent Ideal Grader and Nursery Company, who at the request of Mr. Frank M. Parsons, President of Shoreline Construction Company, did work upon a truck which was used on the Tucker Hill project and the repairs amounted to $468.10. I wrote to the Bonding Company about the matter and they wrote back that the truck belonged to Parsons Construction Company who were sub-contractors; that the claim should be directed against Mr. Parsons when the work was completed.

I understand that the truck was picked up by Mr. LeRoy E. Grote who returned it to the job where it was used, and no payment of any kind has been made to my clients, and, therefore, it would seem that either the contractor or the bonding company should be required to pay for the work.

I would like your advice as to how such things are generally handled and whether or not you could give us any assistance in the matter.

Very truly yours,

John N. Mohr

JNM/t

RECEIVED
JAN 7 1949
OREGON
STATE HIGHWAY COMMISSION

1-7-49 R

RECEIVED
JAN 10 1949
FOR FILING
S S1(1)
3618

January 10, 1949

Mr. R. H. Davis, District Engineer
Public Roads Administration
Post Office Box 7900
Portland 8, Oregon

Will you kindly execute an extension of time on Item No. 2068, Hood River Junction-Odell Section of the Mill Creek Highway Oregon 6 S 3(1) from October 15, 1948 to July 30, 1949 to the Snowden Construction Company Contractors.

The extension was delayed approximately 30 days for work on the project due to the inclusion of two cobble pavers which were part of the right of way negotiations but were not mentioned in the contract. He was also handicapped by a variable climate by uncertain weather and was unable to complete his sliding before the fall rains set in.

I would recommend that this extension be granted 30 days extension without penalty due to the considerations of the cobble pavers and that the engineer's penalty be assessed for the balance of the time requested.

R. H. Baldock
State Highway Engineer

By

R. C. Williams
Assistant State Highway
Engineer

cc: R. G. Smith

RECEIVED
JAN 10 '349
FOR FILING

L-57 (1)
3.15

January 5, 1949

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

There is attached hereto a copy of a claim in the amount of $3,329.05 received by us today from the Secretary of State. This claim was filed in their office by the Pacific Excavating Company for labor, equipment hire, and expenses against the Shoreline Construction Company, Contract No. 3012 for work on the Border Creek-California State Line Section of the Oregon Coast Highway in Curry County, and Contract No. 3018 on the Reed River Junction-Chili Creek Section of the Chili Secondary Highway in Reed River County.

This information is provided as your company appears on surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Ken Potts Insurance Agency
339 Shermicida Street
Salem, Oregon

Roy F. Owen Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Co.
972 Edgewater Street
Salem, Oregon

NOTED ON CARD
1-5-49 JR

RECEIVED
JAN 10 1949
FOR FILING

January 5, 1949

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of January 3, 1949, to which was attached three copies of a claim filed with your office by the Pacific Excavating Company against the Shoreline Construction Company, our Contract Nos. 3018 and 3012 for work on the Hood River Junction-Odell Creek Section and the Hunter Creek-California State Line Section in a combined amount of $3,529.05.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
1-5-49 gs

EARL T. NEWBRY
Secretary of State
Salem, Ore.

COPY

January 3, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file no. 3132, the notice of claim by Pacific Excavating Company for rental of equipment and labor furnished in the sum of $3,529.05, against the bond taken from Shore Line Construction Company for work on the Hood River Junction-Odell Creek Section of the highway and the Hunter Creek-California State Line Highway, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Signed Earl T. Newbry

Secretary of State

N:FS
Enc.

COPY

PECO

PACIFIC EXCAVATING COMPANY

LeRoy E. Grote

Earth Movers

Power Shovels Bulldozers Trucks

Office:
912 Edgewater
Salem, Oregon
Phone 21413

Route 4, Box 438E
Salem, Oregon

December 30, 1948

Earl T. Newbry, Secretary of State
State Capitol Building
Salem, Oregon

Notice is hereby given that the undersigned, Leroy E. Grote, dba/ Pacific Excavating Company, has a claim for labor, equipment hire, and expense in the amount of $3,529.05 against the bond taken from the Glens Falls Indemnity Company for work done by the Shore Line Construction Company on the Hood River Junction-Odell Creek Section, State Contract No. 3018, and on the Hunter Creek - California State Line, State Contract No. 3012.

LEROY E. GROTE
Leroy E. Grote
dba Pacific Excavating Company

ENDORSED:
FILE NO. 3132
FILED JANUARY 3, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
DEC 30 1948
FOR FILING

D-5 (1)

3018

December 29, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

I enclose herewith a corrected copy of the claim filed by M. Grenner against the Sheraline Construction Company, for labor and equipment furnished on contract No.3018, on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway, in Hood River County.

This corrected copy of the above claim was received by us this morning from the Secretary of State, and is being sent to you because you appear as surety on the bond furnished by the contractor on this job.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Ken Pettit Insurance Agency
339 Chemeketa St.
Salem, Oregon

Ray F. Owen Co.
Spalding Bldg.
Portland 4, Oregon

Sheraline Construction Co.
971 Edgewater St.
Salem, Oregon

NOTED ON CARD
12-29-48 gf

Salem, Oregon
December 10, 1948

To Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned M. Crouser, has a claim for labor and equipment hire in the sum of $2391.46, against the bond taken from the Glens Falls Indemnity Company for the work done in Hood River County - Hood River Junction-Odell Creek Section by the Shoreline Construction Company under State Contract No. 3018.

M. CROUSER

M. Crouser,
2480 S. Commercial
Salem, Oregon

ENDORSED:
File No. 3128
Filed December 17, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 26 1948
FOR FILING

36(1-11)
3-18

December 29, 1948

Hon. Earl T. Newbry
Secretary of State

Capitol Building

Dear Sir:

Thank you for sending the notice of claim, requested by telephone Tuesday morning, made by M. Grpuser for labor and equipment furnished in the sum of $2,391.46 against the Shoreline Construction Company on contract No. 3018, covering the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

Since you sent three corrected copies of the above claim, we are sending one each to the surety and the contractor and filing the third copy for our record.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

sl

Attention: Mrs. Lewis

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In response to your telephone request we are enclosing copies of the notice of claim by M. Crouser against the Shoreline Construction Company in the amount of $2,391.46 received and filed in this office on December 17, our file number 3128.

We are enclosing three copies for the reason that the amount was incorrectly listed on the original copies sent to you in our letter of December 17.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
DEC 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 30 1948
FOR FILING

Files

8 51 (1)

3018.

December 23, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We accept, with thanks, your letter of December 17, to which was attached three copies of claim filed with your office by H. Crowser for labor and equipment furnished in the sum of $2,390.46 against the Shoreline Construction Company, under our Contract No. 3018, for work on the Hood River Junction - Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mmm

NOTED ON CARD
12-23-48 PAQ

corrected copy rec'd. 12-29-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 17, 1948

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by M. Crouser for labor and equipment furnished in the sum of $2,390.46, against the bond taken from Shore-Line Construction Company, for work on Hood River Junction Odell Creek Section of highway in Hood River County, Oregon, fore the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED ON CARD
12-15-48 JK

RECEIVED
DEC 29 1948
FOR FILING

8-57 D
3018

December 27, 1948

Balser Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

As requested in your letter of December 22, addressed to the Secretary of State and a carbon copy to this office, we are enclosing a certified copy of Contract No. 3018 with the Shoreline Construction Company for work on the Hood River Junction - Odell Creek Section of the Odell Secondary Highway in Hood River County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mhe

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 24, 1948

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing a letter from the Balzer Machinery Co., in which they request a copy of the contract between the Oregon State Highway Commission and the Shoreline Construction Company in connection with their notice of claim recently filed in this office.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

RECEIVED
DEC 27 1948
OREGON
STATE HIGHWAY COMMISSION

Balzer Machinery Co.

• EQUIPMENT •
FOR LOGGERS AND CONTRACTORS

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driving Machinery
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Clamshell Buckets
Heiser Machine Works
Portable Bunkers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders

December 28, 1948

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

On the date of November 30, 1948, we filed notice of claim for rental of rock crushing equipment against the bond taken from Shoreline Construction Company and Glens Falls Insurance Company for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County for the Oregon State Highway Commission.

It was our understanding that we would be furnished with a certified copy of the contract between the Oregon State Highway Commission and the Shoreline Construction Company.

We would be pleased to receive such a certified copy.

Respectfully yours,

BALZER MACHINERY COMPANY

R. L. Balzer, Manager

mff

cc/ Oregon State Highway Commission
Salem, Oregon

RECEIVED
DEC 29 1948
STATE DEPARTMENT

Referred to State Highway Commission,

STATE DEPARTMENT

RECEIVED
DEC 31 1948
FOR FILING

Mrs. Lewis

§ 51 (1)

3018

December 23, 1948

Glen Falls Indemnity Company
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State.

This claim was filed in that office by H. Cravens in the amount of $2,398.45 against the Shoreline Construction Company, our Contract No. 3018, for labor and equipment furnished on the Hood River Junction - Odell Creek Section of the Odell Secondary Highway in Hood River County.

This information is furnished as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:cms
Enc.

cc Ken Pettis Insurance Agency
Roy Cloud
Shoreline Construction Co.

NOTED ON CARD
12-23-48 gf

RECEIVED
DEC 20 1948
FOR FILING

8-51-(1)

3018

Mrs. Lewis

December 17, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 16 to which was attached three copies of a claim filed with your office by J. R. Edington in the amount of $89.79 for pipe, pipe fittings, and other materials against the Sherlin Construction Company under what appears to be our Contract No. 3018 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-17-48 gc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 16, 1948

3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as this date, a notice of claim by J. B. Edington for supplies furnished in the sum of $89.79, against the bond taken from the Shoreline Construction Company, for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

NOTED ON CARD
12-17-48

RECEIVED
DEC 17 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 20 1948
FOR FILING

Mrs. Lewis

8-37-(1)

3018

December 17, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim was filed in their office by J. B. Edington in the amount of $89.79 for pipe, pipe fittings and other materials against the Shorelines Construction Company under that appears to be our Contract No. 3018 for work on the Red River Junction-Shell Creek Section of the Shell Secondary Highway in Red River County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RHG:dr
Enc.

cc - Jaureb, Norton, Lowry & Korn
Lewis Building
Portland 4, Oregon

Ray F. Owen Company
Spalding Building
Portland, Oregon

Denton Construction Company
509 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-17-48 gC

COPY

Heating
Plumbing
Oil Burners
Coal Stokers
Sawdust Burners
Sheet Metal

J. B. EDINGTON
Telephone 1404 921 Twelfth Street

Hood River, Oregon
December 14, 1948

Electrical
Supplies
and
Installation

TO: State of Oregon

Notice is hereby given that the undersigned J. B. Edington has a claim for pipe, pipe fittings, wire and wiring materials in the sum of Eightly Nine Dollars and Seventy Nine Cents ($89.79) against the bond taken from Glen Falls Indemnity Co. by Shoreline Construction Co., Salem, Oregon for work on the Hood River Junction Odell Creek Section of the Odell Secondary Highway in in Hood River, County.

Signed: J. B. EDINGTON
J. B. Edington
Hood River, Oregon

ENDORSED:
FILE NO. 3127
FILED: DECEMBER 16, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 20 1948
FOR FILING

Mrs. Lewis

8-51-(1)

3018

December 14, 1948

[illegible] Public Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received from the Reed Pipe and Tank Corporation whose address is 1945 North Columbia Boulevard, Portland 3, a claim in the amount of $[illegible],40.

This claim has been filed in our office for corrugated culvert pipe furnished the Shoreline Construction Co. on what we believe is our Contract No. 3018 for work on the Reed River Junction-Skill Creek Section of the Skill Secondary Highway in Reed River County.

This information is furnished on your company square as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FHL:dr

cc - Ben Public Insurance Agency
339 Chemeketa Street
Salem, Oregon

Ray F. Dunn Company
Spalding Building
Portland 4, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
12-16-48

Mrs. Lewis

December 16, 1945

Beall Pipe and Tank Corporation
1945 North Columbia Boulevard
Portland 3, Oregon

Gentlemen:

This is to acknowledge your letter of December 13 to which were attached invoices for culvert pipe in the amount of $2,226.62 furnished the Shoreline Construction Company under what appears to be our Contract No. 3016 for work on the Reed River Junction-Odell Creek Section of the Odell Secondary Highway in Reed River County.

We suggest that you file your claim with the Glens Falls Indemnity Company whose agent handeling this claim, we understand, is the Roy F. Cowa Company, Spalding Building, Portland 4, Oregon. Also, if you wish to protect your claim beyond the normal six months period after completion and acceptance, we suggest that you file your claim with the Secretary of State. We are enclosing an excerpt from the Oregon laws outlining the necessary procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-16-45 gf

TRADE BEALL MARK

BEALL PIPE AND TANK CORPORATION

PORTLAND, OREGON

December 13, 1948

3018

NOTED
H. B. GLAISYER

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Beall Pipe and Tank Corporation, has a claim for corrugated culvert pipe (copies of invoices attached) in the sum of Twenty Two hundred Twenty-six dollars and Sixty-two cents ($2,226.62) against the bond taken from Shoreline Construction Co. and Glen Falls Indemnity Co. for the contract described as Hood River Junction-Odell Creek Section - Odell secondary highway.

Yours very truly,

BEALL PIPE AND TANK CORPORATION

F. V. Romig.

VICE PRESIDENT AND MANAGER

FVRomig:vm
Encl.

REFERRED TO
SECRETARY

usual action
Keep the ins...
1115

NOTED ON CARD
12-16-48 gf

FORM 10

INVOICE

BEALL PIPE & TANK CORPORATION

1945 N. Columbia Blvd. PORTLAND 3, OREGON

PHONE MU 1181

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-6-48

OUR INVOICE NO. 7-23

OUR ORDER NO. 8066

YOUR ORDER NO. 1001

DATE SHIPPED 7-3-48

F.O.B. JOB SITE

TERMS 10% DISC. 30 DAYS. NET THEREAFTER ANDERTON

SOLD TO SHORE LINE CONSTRUCTION CO.

ADDRESS SALEM, OREGON

SHIPPED TO SAME

ADDRESS ODELL CREEK-HOODRIVER JUNCT. OF ADELL 2NDARY HWY. APPROX. 4.3 MILES SO. OF SOUTHERLY LIMITS OF HOOD RIVER.

ROUTED OUR TRUCK & SEMI.

CAR INITIAL AND NO.

6 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	#1 DESCRIPTION	QUANTITY	RATE	AMOUNT
	ULOY CULVERT - DIPPED TO OREGON STATE SPECS. & INSPECTION			
STATION				
11 & 50	1 pc. 18"DIA. X 20' LG., 16 GA., P.E.			
11 & 50	1 pc. 18"DIA. X 22'LG., 16 GA., P.E.			
22 & 63	3 pcs. 18" DIA. X 22' LG., 16 GA., P.E.			
84 & 07	1 pc. 18" DIA. X 20' LG., 16 GA., P.E.			
84 & 07	1 pc. 18" DIA. X 22' LG., 16 GA., P.E.			
92 & 00	1 pc. 18" DIA. X 20' LG., 16 GA., P.E.			
92 & 00	1 pc. 18" DIA. X 22' LG., 16 GA., P.E.	192' at	2.40'	460.80
27 & 30	2 pcs. 12" DIA. X 16' LG., 16 GA., P.E.			
36 & 00	1 pc. 12" DIA. X 24' LG., 16 GA., P.E.			
55 & 60	1 pc. 12" DIA. X 24' LG., 16 GA., P.E.			
58 & 90	1 pc. 12" DIA. X 24' LG., 16 GA., P.E.			
61 & 10	1 pc. 12" DIA. X 24' LG., 16 GA., PE.			
66 & 10	1 pc. 12" DIA. X 24' LG., 16 GA., P.E.			
102 & 10	1 pc. 12" DIA. X 16' LG., 16 GA., P.E.			
102 & 10	1 pc. 12" DIA. X 14' LG., 16 GA., P.E.			
77 & 50	1 pc. 12" DIA. X 16' LG., 16 GA., P.E.			
77 & 50	1 pc. 12" DIA. X 14' LG., 16 GA., P.E.	212' at	1.73'	366.76

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS

RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

FORM 50

INVOICE

BEALL PIPE & TANK CORPORATION

1945 N. Columbia Blvd. PORTLAND 3, OREGON

PHONE MU 1181

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BOCHES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-6-48

OUR INVOICE NO. 7-23
OUR ORDER NO. 8066
YOUR ORDER NO. 1001
DATE SHIPPED
F.O.B.
TERMS ANDERTON

SOLD TO SHORELINE CONSTRUCTION CO. CON'T
ADDRESS SALEM, OREGON
SHIPPED TO
ADDRESS
ROUTED
CAR INITIAL AND NO.

8 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	# 1 DESCRIPTION	QUANTITY	RATE	AMOUNT
3 only	12" DIA. BANDS, 7" WIDE, 16 GA.		2.23 ea.	6.69
5 only	18" DIA. BANDS, 12" WIDE, 16 GA.		3.64 ea.	18.20
	METAL SIPHON PIPE DIPPED TO OREGON STATESPECS.			
STATION				
42 & 53	3 pcs. 12" DIA. X 20' LG., 16 GA., P.E.			
53 & 58	3 pcs. 12" DIA. X 20' LG., 16 GA., P.E.			
70 & 68	3 pcs. 12" DIA. X 20' LG., 16 GA., P.E.	180' at	2.47'	444.60
6 only	12" DIA. BANDS, 12" WIDE, 16 GA.		3.07 ea.	18.42
	NECESSARY BURLAP AND ASPHALT FOR THE ABOVE 6 -12" SIPHON BANDS			N/C
				1315.47
			LESS 10% FOR 30 DAYS PAYMENT	131.55
				1183.92

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

FORM 10

INVOICE

BEALL PIPE & TANK CORPORATION

1945 N. Columbia Blvd. PORTLAND 3, OREGON PHONE MU 1181

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-6-48

OUR INVOICE NO. 7-21
OUR ORDER NO. 8288
YOUR ORDER NO.
DATE SHIPPED 7-3-48
F.O.B. JOB
TERMS NET 30 DAYS
ANDERTON

SOLD TO SHORELINE CONSTRUCTION CO.
ADDRESS SALEM, OREGON
SHIPPED TO SAME
ADDRESS ODELL, CREEK
HOOD RIVER, OREGON
ROUTED OUR TRUCK -- WITH 8066
CAR INITIAL AND NO.

6 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	#1			
2 pos.	TONCAN CULVERT 24" DIA. X 10' LG., 14 GA., P.E.	20' at	3.12'	62.40 net.

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

INVOICE

BEALL PIPE & TANK CORPORATION

1245 N. Columbia Blvd. PORTLAND 2, OREGON PHONE MU 1151

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-6-48

OUR INVOICE NO. 7-22
OUR ORDER NO. 8287
YOUR ORDER NO.
DATE SHIPPED 7-3-48
F.O.B. JOB
TERMS 10%-30 DAYS NET THEREAFTER
ANDERTON

SOLD TO SHORELINE CONSTRUCTION CO.
ADDRESS SALEM, OREGON
SHIPPED TO SAME
ODELL CREEK
ADDRESS HOOD RIVER, OREGON
ROUTED OUR TRUCK - W/8066
CAR INITIAL AND NO.

6 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	#1			
	ULOY CULVERT DIPPED TO OREGON STATE SPECS. & INSPECTION			
4 pcs.	18" DIA. X 20' LG., 16 GA., P.E.	124' at	2.40'	297.60
2 pcs.	18" DIA. X 22' LG., 16 GA., P.E.			
4 only	18" DIA. X 12" WIDE BANDS, 16 GA.		3.64 ea.	14.56
				312.16
	LESS 10% FOR 30 DAYS PAYMENT			31.22
				280.94

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

FORM 30

INVOICE

BEALL PIPE & TANK CORPORATION

1005 N. Columbia Blvd. PORTLAND 8, OREGON

PHONE MU 1181

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP SCOOPS
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-16-48

OUR INVOICE NO. 7-203
SOLD TO SHORELINE CONSTRUCTION CO.

OUR ORDER NO. 8412
ADDRESS SALEM, OREGON

YOUR ORDER NO.
SHIPPED TO SAME

DATE SHIPPED 7-15-48
ADDRESS HOOD RIVER, OREGON

F.O.B. HOOD RIVER
ROUTED LESTER PPD

TERMS 10% - 30 DAYS NET THEREAFTER
CAR INITIAL AND NO.

ANDERTON

8 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	#1 DESCRIPTION	QUANTITY	RATE	AMOUNT
	ULOY CULVERT - DIPPED TO OREGON STATE SPECS. & INSPECTION			
4 pcs.	18" DIA. X 20' LG., 16 GA., P.E.			
1 pc.	18" DIA. X 18' LG., 16 GA., P.E.			
1 pc.	18" DIA. X 10' LG., 16 GA., P.E.	108' at	2.40'	259.20
4 only	18" DIA. X 12" WIDE, 16 GA., BANDS		3.64 ea.	14.56
3 pcs.	12" DIA. METAL SIPHON PIPE - 20' LG., 16 GA., P.E.	60' at	2.47'	148.20
2 only	12" DIA. BANDS FOR SIPHON PIPE, 16 GA. X 12" WIDE.		3.07 ea.	6.14
				428.10
			LESS 10%	42.81
				385.29

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

INVOICE

BEALL PIPE & TANK CORPORATION

1945 N. Columbia Blvd. PORTLAND 3, OREGON

PHONE MU 1151

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINKLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 7-22-48

OUR INVOICE NO. 7-294
OUR ORDER NO. 8423
YOUR ORDER NO.
DATE SHIPPED 7-15-48
F.O.B. HOOD RIVER
TERMS
ANDERTON

SOLD TO SHORELINE CONSTRUCTION CO.
ADDRESS 971 EDGEWATER ST. SALEM, OREGON
SHIPPED TO SAME
ADDRESS HOOD RIVER, OREGON
ROUTED STAGE PREPAID
CAR INITIAL AND NO.

6 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	DESCRIPTION #1	QUANTITY	RATE	AMOUNT
	ULOY CULVERT DIPPED			
6 only	12" DIA. METAL SIPHON BANDS, 12" WIDE, 16 GA., MADE FROM 43" CUTS.		3.07	18.42
	TO REPLACE BANDS MADE ON 8066 WHICH WERE TOO SHORT & ARE TO BE RETURNED TO US. CREDIT WILL BE ISSUED WHEN SHORT BANDS ARE RETURNED.			
	COPY			

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

INVOICE

BEALL PIPE & TANK CORPORATION

1005 N. Columbia Blvd. PORTLAND 3, OREGON

PHONE MU 1151

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 9-21-48

OUR INVOICE NO. 9-248
OUR ORDER NO. 534-48
YOUR ORDER NO.
DATE SHIPPED 9-17-48
F.O.B. PLANT
TERMS NET 30 DAYS

SOLD TO SHORELINE CONSTRUCTION CO.
ADDRESS SALEM, OREGON
SHIPPED TO SAME-STATE JOB 3018
ADDRESS ODELL, OREGON
ROUTED LESTER AUTO FRT.
CAR INITIAL AND NO.

ANDERTON

8 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	#1			
	ULOY CULVERT - DIPPED			
2 pcs.	12" DIA. X 12' LONG, 16 GA.	24' at	1.65'	39.60
1 only	12" DIA. BAND.			2.16
1 only	24" DIA. BAND.			3.25
				45.01

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS
RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

FORM 10

INVOICE

BEALL PIPE & TANK CORPORATION

1905 N. Columbia Blvd. PORTLAND 1, OREGON

PHONE MU 1181

"If Made of Metal, Let Beall Make It"

CORRUGATED CULVERTS
IRRIGATION FLUME AND PIPE
SIPHONS
IRRIGATION GATES
SPRINGLER IRRIGATION SYSTEMS
DRAINAGE GATES
SLIDE GATES
TANKS AND TROUGHS
WELL CURBING
SMOKE STACKS
GALION HOISTS AND DUMP BODIES
TRAILERS AND TRUCK TANKS
METAL PRODUCTS
COMMERCIAL AND HOME REFRIGERATION

DATE 9-22-48

OUR INVOICE NO. 9-321

OUR ORDER NO. 539-48

YOUR ORDER NO.

DATE SHIPPED 9-21-48

F.O.B. PLANT

TERMS NET 30 DAYS

ANDERTON

SOLD TO SHORELINE CONSTRUCTION CO.

ADDRESS SALEM, OREGON

SHIPPED TO SAME

ADDRESS ODELL, OREGON

ROUTED AUTO-LESTER SUTO FRT.

CAR INITIAL AND NO.

8 PER CENT INTEREST ON ALL PAST DUE ACCOUNTS

	#1 DESCRIPTION	QUANTITY	RATE	AMOUNT
	ELOY CULVERT-DIPPED			
2 pcs.	12" DIA. X 8' LONG, 16GA., P.E.	16'at	1.65'	26.40
1 pc.	12" DIA. X 10' LONG, 16GA., P.E.	10'at	1.65'	16.50
1 only	12" DIA. BAND.			2.16
				45.06

COPY

ALL CLAIMS FOR SHORTAGE MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS

RETURN NO GOODS WITHOUT OUR PERMISSION - ALL RETURNS MUST BE PREPAID

RECEIVED
DEC 15 1948
FOR FILING

Alco-Lewis

851 (1)
3018

December 13, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from the Reed Brook Lumber Company, Reed River, Oregon, in which they state that the Shoreline Construction Company owes them $1,050.05 for materials furnished on what we believe is our Contract No. 2016 for work on the Reed River Junction-Gibli Creek Section of the Gibli Secondary Highway in Reed River County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:dr 12/14

cc - Ben Pohle Insurance Agency
339 Shoshone Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
12-13-48 GC

Jens Lewis

December 13, 1948

Neal Creek Lumber Company
Hood River
Oregon

Gentlemen:

We have received your letter dated December 9 in which you state that the Shoreline Construction Company owes you $1,010.05 for materials furnished on what we believe is our Contract No. 3018 on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

You state that you have already filed a statement of your claim with the Roy F. Green Company of Portland. We suggest, in addition, that you file your claim with the Secretary of State to protect your claim beyond the normal period of six months after completion and acceptance by the Commission. We are enclosing an excerpt from the Oregon law outlining this procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14
Enc.

NOTED ON CARD
12-13-48 gc

NEAL CREEK LUMBER COMPANY

Wholesale and Retail

ESTIMATES FURNISHED WE DELIVER

EVERYTHING IN THE LUMBER LINE
SHINGLES, LATH, CEMENT AND PLASTER
BRICK, ROOFING, ETC.

PHONE ODELL 372

MILL AND YARD LOCATED AT LENZ STATION
SIX MILES FROM HOOD RIVER ON
MT. HOOD LOOP HIGHWAY

HOOD RIVER, OREGON

December 9, 1948

State Highway Commission
Salem, Oregon

Gentlemen:

We are holding charges in the total amount of $1,010.05 against the Shoreline Construction Co. for materials furnished for their contract work on the Tucker Bridge - Odell highway in Hood River County. Most of these charges were incurred in August and September of this year.

We have filed a statement of our charges with the Roy F. Owen Co. of Portland, in accordance with instructions from the Shoreline Co., and have requested that they advise us as to when we might expect payment. Some time has now elapsed and we have heard nothing from the Roy F. Owen Co.

This letter is written to inform the Commission of the Contractor's delinquent indebtedness, as stated above, and to place on record any legal claim that we may have against funds owing the Contractor by the Commission.

Very truly yours,

NEAL CREEK LUMBER COMPANY

By: D. W. Emry

12-9-1948

REFERRED TO
SECRETARY

RECEIVED
1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 15 1948
FOR FILING

Mrs. Lewis

S-51 (1)
3018

December 13, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

On December 9 Mr. H. Cramer of 2450 South Commercial Street, Salem, Oregon, filed in this office a claim in the amount of $2791.46. This claim is against the Shoreline Construction Company under their Contract No. 2018 for work on the Reed River Junction-Gold Creek Section of the Gold Beach-Agness Highway in Reed River County, for shovel hire, transportation charges, etc.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Folder 12/14

cc - Ken Pettis Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
12-13-48 gl

File Levins

December 13, 1948

Mr. M. Crowser
2480 South Commercial Street
Salem, Oregon

Dear Mr. Crowser:

This is to acknowledge your claim left in this office on December 9. This claim, in the amount of $2391.46, is against the Shoreline Construction Company under their Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

As discussed when you were in the office, we presume that you have already filed your claim with the surety and the Secretary of State. A record of your claim will be made in this office.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14

NOTED ON CARD

12-13-48

REFERRED TO
Query
BY SECRETARY

Supplemental
letter -
record in card.
acknowledge the letter
DHS

Mr. Swinger
Crouse brot this in
today. He took a copy to
the Secty of State for filing and
will also send a copy to the
Surety.

F.Q.

EXCAVATION AND ROAD CONSTRUCTION

M. CROUSER

2480 SOUTH COMMERCIAL STREET
SALEM - - - OREGON

GF December 9, 1948

Rec'd 12/9/48

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed herewith is a copy of an invoice in the amount of $2303.58, tendered the Shoreline Construction Company for work preformed by me on their job in Hood River County - Hood River Junction-Odell Creek Section. Said invoice covers equipment hire and transportation charges from Oct. 1, to Nov. 5, inc.

I am also holding Payroll Check No. 671, for $87.88, dated Oct. 21, and issued to me for operating wages by the Shoreline Construction Company. This check was drawn on the Salem Branch of the First National Bank of Portland and was returned to me without payment. The total amount due me from the Shoreline Construction Company and/or its receivers is, therefor, $2391.46.

NOTED ON CARD
12-13-48 R

Very truly yours,

M. Crouser

TELEPHONE 3-6003

COPY

EXCAVATION AND ROAD CONSTRUCTION

M. CROUSER

2480 SOUTH COMMERCIAL STREET
SALEM - - - OREGON

November 23, 1948

Shoreline Construction Company
Salem, Oregon.

For Shovel Hire - Odell Job

10/1 - 11/6	241 hrs. @ $11.00		$2651.00
	Correction - 10/11 - 10/12		35.00
	Transportation charge		287.94
			2973.94
Deductions:			
	Payroll	$531.50	
	7½% Tax	39.86	
	Overpay 9/22	99.00	670.36
			$2303.58

RECEIVED
DEC 10 1948
FOR FILING

051-1

3018

Miss Lewis
note on
card

December 6, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim has been filed by the Shell Oil Company, Inc., for petroleum products in the amount of $540.77 against the Shoreline Construction Company under our Contract No. 2814 for work on the Rood River Junction-Odell Creek Section of the Odell Secondary Highway in Rood River County.

This information is provided as your company appears as surety under the above bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RHQ:dr

cc - Ken Pobst Insurance Agency
339 Commercial Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD

12-6-48 sgt

RECEIVED
DEC 10 1948
FOR FILING

151 41
3018

Miss. Jean
photocopy

December 6, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

We have today received a letter from Mr. J. E. Klingbeil, 921 Twelfth Street, Hood River, Oregon, in which he stated that the Shoreline Construction Company owes him $86.27 for material purchased while they were working on the Hood River-Odell Road.

We believe that this comes under our Contract No. 3018 with the Shoreline Construction Company for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PHG:br

cc - Ben Pohle Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

MAILED ON CARD
12-6-48 BR

RECEIVED
DEC 10 1948
FOR FILING

D51-(1)
3018

Mrs. Lewis
note on card

December 6, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 3 to which was attached three copies of a claim filed by the Shell Oil Company, Inc., against Sherelius Construction Company, our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

This claim is in the amount of $540.77.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:dr

NOTED ON CARD
12-6-48 jc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 3, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by Shell Oil Company, Inc. for the petroleum products furnished in the sum of $540.77 against the bond taken from Shoreline Construction Company, as principal and Glen Falls Indemnity Company, as surety, for construction on the road no. 282 at Hood River Junction-Odell Creek in Hood River County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
BY SECRETARY

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-6-48

SHELL OIL COMPANY
Incorporated
1220 S. W. Morrison Street

Telephone ATwater 7321

Portland 5, Oregon
December 2, 1948

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, SHELL OIL COMPANY INCORPORATED, has a claim in the sum of Five Hundred Forty and 77/100($540.77) Dollars against the bond taken from Shoreline Construction Company, as principal, and Glen Falls Indemnity Company, as surety, for the work of grading and oil surfacing of road No. 282 at Hood River Junction-Odell Creek in Hood River County, Oregon State Highway Contract No. 3018.

Said Claim is for petroleum products delivered to Frank Parsons, subcontractor, in the construction of said above described job.

In the event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of One Hundred Fifty and 00/100 ($150.00) Dollars as attorney's fees and costs.

Dated this 2nd day of December, 1948.

SHELL OIL COMPANY,
Incorporated

By R. H. FORBES
Credit Manager

State of Oregon)
County of Multnomah) ss

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein state and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

R. H. FORBES

Subscribed and sworn to before me
(SEAL) this 2nd day of December, 1948.

VIRGINIA ALEXANDER
My commission expires July 14, 1950.

cc- Shoreline Construction Company, 971 Edgewater, Salem, Oregon
Frank Parsons, 113 N. W. First Avenue, Forest Grove, Oregon
Glen Falls Indemnity Company, c/o Ken Potts Insurance CO.,339 Chemeketa, Salem

ENDORSED:
FILE NO. 3122
Filed December 3, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 7 1948
FOR FILING

S-51 (1)
3018

Mrs. Lewis notified

December 6, 1948

J. B. Ellington
921 Twelfth Street
Rood River, Oregon

Dear Mr. Ellington:

We have today received your letter of December 3 in which you make inquiry as to the status of what we believe is our Contract No. 3018 with Shoreline Construction Company for work on the Rood River Junction-Odell Creek Section of the Odell Secondary Highway in Rood River County.

The Glens Falls Indemnity Company is the surety under the above contract and their agent is Ben Potts Insurance Agency, 339 Chemeketa Street, Salem, Oregon.

In addition to contacting the surety regarding your claim we might suggest that you also file a claim with the Secretary of State to protect your claim beyond the normal period of six months after completion and acceptance by the Commission. We are enclosing an excerpt from the Oregon Law which outlines the procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
12-6-48

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

J. B. EDINGTON

TELEPHONE 1404 921 TWELFTH STREET

HOOD RIVER, OREGON

Electrical
SUPPLIES
AND
INSTALLATION

December 3, 1948

3018

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

We have a bill against The Shoreline Construction Co. for $86.27. This is for material purchased while they were working on the Hood River- Odell road.

We understand the company was unable to complete the job and that the bonding company is now paying off the debts incurred by the Shoreline Co.

Could you please advise what Company bonded Shoreline so we may contact them regarding the amount due us.

Thanking you we are

Very truly yours,

J. B. Edington

JBE:bg

REFERRED TO
BY SECRETARY

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-6-48

RECEIVED
DEC 7 1948
FOR FILING
D-51 (1)
3018

Mrs. Lewis
note on card

December 2, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim has been filed by the Reimer Machinery Company against the bond taken from Shoreline Construction Company on our Contract No. 3018 for work performed on the Reed River Junction-Gaoli Creek Section of the Gaoli Secondary Highway in Reed River County. The claim is in the amount of $7,120.93 for rental of rock crushing equipment.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
Salem, Oregon

NOTED ON CARD
12-6-48

RECEIVED
DEC 7 1948
FOR FILING
A-51 (1)
3018

two leaves
note on card

December 2, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of December 1 to which was attached three copies of a claim filed with your office by the Baldwin Machinery Company against the bond furnished by Shoreline Construction Company on our Contract No. 3224 for work performed on the Reed River Junction-Gholl Creek Section of the Gholl Secondary Highway in Reed River County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

YHQ:dr

NOTED ON CARD
12-2-48 JT

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 1, 1948

Contract 3018

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of November 30, a notice of claim by Balzer Machinery Company, for the rental of rock crushing equipment in the sum of $7,120.93, against the bond taken from Shoreline Construction Company and Glens Falls Insurance Company for work on the Hood River-Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
BY SECRETARY

NOTED ON CARD
12-2-48

RECEIVED
DEC 1 1948
OREGON
STATE HIGHWAY COMMISSION

BALZER MACHINERY COMPANY
CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

November 29, 1948

REFERRED TO
BY SECRETARY

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company, Portland, Oregon, has a claim for rental of rock crushing equipment in the sum of $7120.95 against the bond taken from Shoreline Construction Company, Salem, Oregon, and Glens Falls Insurance Company for the work of grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon--State Highway Contract No. 3018.

Respectfully yours,

BALZER MACHINERY COMPANY

By R. L. Balzer

R. L. Balzer, Manager

mff

Subscribed and sworn to before me, this 29th day of November A. D. 1948.

Notary Public for Oregon

My Commission Expires Aug 24-1951

cc/ Oregon State Highway Commission
cc/ Mr. John M. Cone, Attorney
cc/ Glens Falls Insurance Company

RECEIVED
NOV 30 1948
STATE HIGHWAY COMMISSION

BALZER MACHINERY CO.
2136 S. E. Eighth Avenue, Portland 14, Oregon Phone EA. 2143

CONTRACTORS AND LOGGERS EQUIPMENT

Ohio Locomotive Crane Co.
Locomotive Cranes
Chicago Pneumatic Tool Co.
Air Compressors
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Vulcan Iron Works
Pile Driving Machinery
Pettibone-Muliken Corp.
Clamshell Buckets
Northwest Engineering Co.
Power Shovels
Pacific Wire Rope Co.
Wire Rope
Sterling Machinery Corp.
Hoisting Equipment
Murphy Diesel Co.
Diesel Engines
Screen Equipment Co.
Vibrating Screens
Helser Machine Works
Portable Bunkers

November 29, 1948

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company, Portland, Oregon, has a claim for rental of rock crushing equipment in the sum of $7120.93 against the bond taken from Shoreline Construction Company, Salem, Oregon, and Glens Falls Insurance Company for the work of grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County, Oregon--State Highway Contract No. 3018.

Respectfully yours,

BALZER MACHINERY COMPANY

PER

R. L. Balzer, Manager

mff

Subscribed and sworn to before me, this 29th day of November A. D. 1948.

O. G. SHARP (SEAL)
Notary Public for Oregon

My Commission Expires August 24, 1951
cc/ Oregon State Highway Commission
cc/ Mr. John M. Coke, Attorney
cc/ Glens Falls Insurance Company

ENDORSED:
File No. 3119
Filed November 30, 1948
Earl T. Newbry, Secretary of State

OFFICE COPY

RECEIVED
NOV 29 1948
FOR FILING

8-51-(1)

3018

Mrs. Lewis
Note on card

November 26, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

We have today received a letter from the Salmon Machinery Company whose address is 2136 Southwest Eighth Avenue, Portland 14, Oregon, in which they state that they have a claim for unpaid rentals, etc., against Shoreline Construction Company of Salem on their contract near Red River, Oregon, which we believe is our Contract No. 2516.— 3018 No amount is stated in their letter but they do state that they intend to file their claim with the Secretary of State.

This information is furnished you as your company appears as surety under the above described contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:dr

cc — Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater St.
Salem, Oregon

NOTED ON CARD
11-26-48 GC

RECEIVED
NOV 29 1948
FOR FILING

[51 (1)
3018

Myers-Dennis
Astoria Carl

November 26, 1948

Balser Machinery Co.
2136 Southeast 6th Avenue
Portland 14, Oregon

Attention: R. L. Balser, Manager

Gentlemen:

In reply to your letter of November 24 the contract with Shoreline Construction Company near Hood River is, we believe, our Contract No. 2214 for grading and oil mat surfacing on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

For your convenience we are attaching an excerpt from the Oregon law outlining the procedure to be followed in filing a claim with the Secretary of State, which you state that you intend to do in your letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

Balzer Machinery Co.

2166 N. E. BROADWAY AVENUE, PORTLAND 12, OREGON · [illegible]

CONTRACTORS AND LOGGERS EQUIPMENT

- Ohio Locomotive Crane Co. — Locomotive Cranes
- Northwest Engineering Co. — [illegible]
- Chicago Pneumatic Tool Co. — [illegible] Compressors
- Pacific Wire Rope Co. — Wire Rope
- Lippmann Engineering Works — Crushing Equipment
- Sterling Machinery Corp. — Hoisting Equipment
- Traylor Eng. & Mfg. Co. — Crushing Equipment
- Murphy Diesel Co. — Diesel Engines
- Vulcan Iron Works — Pile Driving Machinery
- Screen Equipment Co. — Vibrating Screens
- Pettibone-Mulliken Corp. — Clamshell Buckets
- Heiser Machine Works — Portable Bunkers

November 24, 1948

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

contract 3018

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly give us the contract number and a brief description of the road contract near Hood River, Oregon, on which the Shoreline Construction Company of Salem, Oregon are now working.

We desire to file a claim with the Secretary of State for unpaid rentals, etc. on this contract, but lack information as to the contract number and description of the work.

Very truly yours,

BALZER MACHINERY COMPANY

R. L. Balzer
Manager

mff

RECEIVED
NOV 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 29 1948
FOR FILING

A-51 (1)

3018

Miss Jewell
note on card

November 24, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, California

Gentlemen:

There is attached hereto a copy of a claim received from the Secretary of State today. This claim in the amount of $155.95 has been signed by C. C. Patrick and Company against Shoreline Construction Company for work on the Umpqua River Junction-Otell Creek Section of the Otell Secondary Highway, our Contract No. 3018.

This information is provided as your company appears on surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Filed
Enc.

cc - Shoreline Construction Co.
971 Edgewater St.
Salem, Oregon

Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

NOTED ON CARD
11-24-48 gp

C. C. PATRICK & COMPANY
Hood River, Ore.

Nov. 20, 1948

To: Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, C. C. Patrick & Company, has a claim for lumber, millwork, roofing and hardware, in the sum of $155.98, against the bond taken from Glens Falls Indemnity Company, for the work of Shoreline Construction Company on State Highway Contract #3018, for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway, in September 1948.

Yours very truly,

C. C. PATRICK & COMPANY,

By J. C. Patrick
J. C. Patrick

JCP:LD

Copy

OFFICE COPY

OFFICE COPY

ENDORSED:
File No. 3114
Filed November 22, 1948,
Earl T. Newbry, Secretary of State

RECEIVED
NOV 29 1948
FOR FILING
851-1
3114 3018

Mrs. Lewis
put on card

November 24, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

We acknowledge with thanks your letter of November 22 to which were attached three copies of a claim filed with your office by C. C. Patrick and Company against the bond of Shoreline Construction Company from the Glens Falls Indemnity Company, for work on our Contract No. 3018, your file No. 3114.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD

11-24-48 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 22, 1948

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by C. C. Patrick & Company, for materials furnished in the sum of $155.98, against the bond of Shoreline Construction Company taken from Glens Falls Indemnity Company, for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway, State Highway Contract No. 3018.

Three signed copirs are enclosed for your information and files. Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FL

ENC.

REFERRED TO
BY SECRETARY

NOTED ON CARD
11-24-48

RECEIVED
NOV 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 22 1948
FOR FILING

8-51 (1)
3018

Files

Peco

PACIFIC EXCAVATING COMPANY

Route 4, Box 43EE
SALEM, OREGON

COPY

Office:
912 Edgewater
Salem, Oregon
Phone 21413

November 17, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I wish to inform you that I am sub-contracting the balance of the work of the Hood River Junction--Odell Creek contract #3018 of the Shore Line Construction Co. from Glenns Falls Indemnity Company.

I have continued the project from November 8th under the Following Name: Leroy E. Grote, General Contractor, Odell, Oregon.

Would you please address any communications to my offices at Route 8 Box 691, Salem, Oregon.

Yours very truly,

/s/ LEROY E. GROTE

LEROY E. GROTE

LEG:bw

(The original copy of this letter is filed in Contract No. 3018)

RECEIVED
DEC 20 1948
FOR FILING

INCORPORATED JANUARY 1915

PATRICK LUMBER CO.

WHOLESALE

PORTLAND 8, OREGON

C. C. PATRICK, PRES.
W. A. BRUSHOFF, V. PRES.
A. W. ANDERSON, SECY.
JOHN C. PATRICK, TREAS.

PHONE BEACON 2188
TERMINAL SALES BLDG.
TELETYPE PD84
CABLE ADDRESS PATCO

Nov. 17, 1948

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

Attention Mr. H. B. Glaisyer
Secretary

Thank you very much for your prompt advice in regard to collection of account owned to us by the Shore Line Construction Company. We are following the procedure outlined in your letter and appreciate your furnishing this information.

Yours very truly,

PATRICK LUMBER COMPANY,

By J. C. Patrick

JCP:LD

NOTED ON CARD
11-18-48 GL

NOTED
H. B. GLAISYER

RECEIVED
NOV 18 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 17 1948
FOR FILING

5-51 (1)
3018

A7 / 5

Mrs. Lewis
note on card

November 15, 1948

Patrick Lumber Company
Terminal Sales Building
Portland 5, Oregon

Gentlemen:

We have today received your letter dated November 10 which was forwarded to this office by Mr. W. E. Chandler, Division Engineer at Bend.

In your letter you inquire as to whom you might contact regarding the collection of $155.98 owed to your company by the Shoreline Construction Company under what we believe to be our Contract No. 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway.

We would suggest that you file your claim with the Glens Falls Indemnity Company whose agent is the Ken Potts Insurance Agency, 339 Chemeketa Street, Salem. Also, to protect your claim beyond the six months period after the job is completed and accepted it might be well to file your claim with the Secretary of State. For your information we are enclosing an excerpt from the Oregon law outlining this procedure.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 11/16
Enc.

NOTED On Comm.
11-16-48 JR

Mr. Glasgow

Peace brought this
in this A. M.

F.O

NOTED
H. B. MAYER

INCORPORATED JANUARY 1915

3018

PATRICK LUMBER CO.

WHOLESALE

PORTLAND 5, OREGON

C. C. PATRICK, PRES.
W. A. BRUSHOFF, V. PRES.
A. W. ANDERSON, SECY.
JOHN C. PATRICK, TREAS.

PHONE BEACON 5156
TERMINAL SALES BLDG.
TELETYPE PD64
CABLE ADDRESS PATCO

Nov. 10, 1948

RECEIVED
NOV 12 1948
OFFICE OF
DIVISION ENGINEER

Mr. W. E. Chandler,
State Highway Department,
Bend Division,
Bend, Oregon

Dear Sir:

The State Highway Division, Engineers Office, Portland, has suggested that we contact you in regard to the following matter.

C. C. Patrick & Company, retail lumber dealers, Hood River, Oregon, sold various building items to the Shore Line Construction Company, of Salem, Oregon, during the month of September, in amount of $155.98. The Shore Line Construction Company has been performing work for the Highway Commission in the vicinity of Odell, Oregon, and we have information indicating that they have become financially incolvent.

Our account was due net on October 10th and we would appreciate your advice as to whom we might refer this matter for collection.

Thanking you in advance for your consideration, we are,

Yours very truly,

PATRICK LUMBER COMPANY,

By J. C. Patrick
J. C. Patrick

JCP:LD
CC:

REFERRED TO
By Division Office No. 4

REFERRED TO
BY SECRETARY

11-15-48

RECEIVED
NOV 17 1948
FOR FILING
2-51 (1)
3018

Mrs. Lewis
note on card

November 15, 1948

Glens Falls Indemnity Company
Pacific Coast Department
Hills Tower
San Francisco, California

Gentlemen:

We have today received a letter, a copy of which is attached, from the Patrick Lumber Company in which they claim that the Shoreline Construction Company owes them $155.98 for various building items furnished under what we believe to be Shoreline Construction Company's Contract No. 2018 for work on the Reed River Junction-Odell Creek Section of The Odell Secondary Highway.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQ:dr 11/16
Enc.

cc - Ken Potts Insurance Agency
339 Chemeketa Street
Salem, Oregon

Shoreline Construction Co.
971 Edgewater Street
West Salem, Oregon

NOTED ON CARD
11-15-48 JF

RECEIVED
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FOR FILING

2-51 (1)

F- 3018

November 8, 1948

Glens Falls Indemnity Company
c/o Morton M. Coke, Attorney
308 Spalding Building
Portland, Oregon

Gentlemen:

The Sharp Line Construction Company was awarded by the State Highway Commission a job involving work on the Rock River Junction-Shaft Creek Project, and as a result of such award a written contract was prepared and executed by the Sharp Line Construction Company and the State of Oregon, by its Highway Commission, which contract is identified as Contract No. 3018.

The job is not progressing satisfactorily in fact, there are unnecessary delays and the Company seems in financial distress.

The Highway Commission has recently been advised by letter over the signature of LeRoy E. Grote, Secretary and General Manager, that because of financial distress and because of dissension within the organization the Company cannot complete its contract.

Pursuant to the provisions of the contract the job is now declared in default and the Glens Falls Indemnity Company, as surety on the contractor's bond, is hereby requested and required to take over the work and complete the same pursuant to the express provisions of the contract. Further delay will prove troublesome to the State and may incur additional costs, the reimbursement of which the State will look to the contractor and the contractor's surety.

Will you please give this matter your immediate attention and advise the Commission of your decision with respect to this matter.

Very truly yours,

R. H. BALDOCK

RHB:MK
cc: Morton M. Coke
Roy F. Owens Co.
H. B. Glaisyer
LeRoy E. Grote
Donald A. Young

RECEIVED
FEB 4 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

S-51(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-51(1)
Hood River Junction-Odell Creek Sec.
Odell Highway, in Hood River County.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

(Revised 1946)

Wrk. pr. 7513

State Oregon

Federal Aid Secondary

Project No. S-53(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of May, 19 47, a project statement, which was approved on the 26th day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of May, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-two thousand and 00/100

dollars ($ 42,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 389, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+75 in the NW 1/4, section 15, T. 2 N., R. 10 E., W.M., and survey station 1+80±h in the NW 1/4, section 26, T. 2 N., R. 10 E., W.M., without exception.

, length 1.572 miles, in Deschutes County, being Oregon federal Aid project No. S-51(1), consisting of 1.572 miles of roadway and [illegible] bridges, each of more than 20 feet clear span, [illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

DEPARTMENT
project have been made available
(Include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ forty-two thousand and 00/100 _____ dollars ($ 42,000.00), which does not exceed the authorized Federal pro rata share of _____ sixty-nine thousand, three hundred and 00/100 _____ dollars ($ 69,300.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

Chapter 277, Laws 1919.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted].

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [signature]

[redacted]
(Title of officer)

By [signature]

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

Attest:

[signature]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [signature]

Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11979-8

RECEIVED
SEP 20 1948
PORTLAND DISTRICT

RECEIVED
DEC 23 1948
FOR FILING
S S 1(1)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Campbell Ranch-Athena Junction Section.

Project No. S-51 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. G. Williams
Assistant State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5% (1)

[illegible]

[illegible] SECTION

OF THE ATHENA-ECHOMAY HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 228+00 to 473+30)

All Required		Clearing and Grubbing (50%)		$ 750.00
190	cu. yds.	Structural Excavation, Unclassified	$ 3.00	570.00
40	cu. yds.	Trench Excavation, Unclassified	2.00	80.00
61,000	cu. yds.	General Excavation, Unclassified	0.28	17,080.00
88,000	yd. sta.	Short Overhaul	0.02	1,760.00
400	C-yd.sta.	Long Overhaul	0.50	200.00
4.67	miles	Finishing Roadbed & Slopes	200.00	934.00
13,000	lin. ft.	Rounding Curbsides	0.10	1,300.00
1,200	lin. ft.	18" Corr. Metal Pipe	3.25	3,900.00
10	lin. ft.	24" Corr. Metal Pipe	5.00	50.00
14	lin. ft.	18" Concrete Pipe	3.75	52.50
100	lin. ft.	24" Concrete Pipe	5.50	550.00
24	lin. ft.	30" Concrete Pipe	6.50	156.00
180	lin. ft.	Salvaging Culvert Pipe	1.00	180.00
14,000	cu. yds.	2" - 0" Rock in Base	2.22	31,080.00
4,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.37	11,376.00
900	M-gals.	Sprinkling	3.50	1,750.00
4.67	miles	Preparation of Base	200.00	934.00
1,860	cu. yds.	Furnishing and Placing Aggregates	3.85	7,161.00
190	tons	Furnishing and Placing MS-200 Asphalt	39.90	7,569.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	41.00	2,460.00
			Subtotal	$ 89,230.50
			10% Engr. & Cont.	8,982.85
			Total	$ 98,211.35
		Length of Roadway	4.673 miles	
		Cost per mile	$21,145.16	

Federal Aid Secondary Funds - $ 60,000.00
State Funds - 38,211.35

$ 98,211.35

State Funds for Construction: Chap. 175, Laws 1957; Chap. 31, Laws 1958; Chap. 529, Laws 1959
State Funds for Maintenance: Chap. 529, Laws 1959

RECEIVED
DEC 29
FOR FILING
3 57(1)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Hood River Junction-Odell Creek Section, Project No. S-57 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-51 (1)

WOOD RIVER JUNCTION-ODELL CREEK SECTION
OF THE ODELL HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

All Required		Clearing and Grubbing		$ 1,000.00
300	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,200.00
20	cu. yds.	Trench Excavation, Unclassified	3.00	60.00
13,000	cu. yds.	General Excavation, Unclassified	0.50	6,500.00
19,000	yd. sta.	Short Overhaul	0.03	570.00
180	C-yd. sta.	Long Overhaul	0.50	90.00
1.87	miles	Finishing Roadbed and Slopes	375.00	701.25
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
300	lin. ft.	12" Corr. Metal Pipe	2.50	750.00
400	lin. ft.	18" Corr. Metal Pipe	3.50	1,400.00
66	lin. ft.	24" Corr. Metal Pipe	4.50	297.00
64	lin. ft.	36" Corr. Metal Pipe	8.75	560.00
200	lin. ft.	12" Corr. Metal Siphon Pipe	3.50	700.00
370	lin. ft.	Salvaging Culvert Pipe	1.00	370.00
20	cu. yds.	Concrete End Banks	50.00	1,000.00
All Required		Preparation of Old Bridge and Provision for Traffic		500.00
All Required		Shoring, Cribbing, Etc.		250.00
30	cu. yds.	Excavation for Structure	5.00	150.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
34	cu. yds.	Class "A" Concrete	60.00	2,040.00
3,400	lbs.	Metal Reinforcement	0.10	340.00
4,200	cu. yds.	4" - 2" Rock in Base	2.45	10,290.00
6,000	cu. yds.	3/4" - 0" Rock in Cushion Course, Base and Shoulders	2.95	17,700.00
340	M-gal.	Sprinkling	3.25	1,105.00
1.87	miles	Preparation of Base	275.00	514.25
1,300	cu. yds.	Furnishing and Placing Aggregates	5.50	7,150.00
90	tons	Furnishing and Placing 151-200 Asphalt	48.75	4,387.50
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	48.75	2,925.00
			Subtotal	$63,000.00
			10% Engr. & Cont.	6,300.00
			Total	$69,300.00

Length of highway 1,672 miles
Cost per mile $31,619.28

Federal Aid Secondary Funds---------- $42,000.00
State Funds---------- 37,500.00

$84,500.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

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OREGON DISTRICT
S-51 (1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 19, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

During a recent inspection of Oregon Project No. S-51(1), Hood River Junction-Odell Creek Section it was noted that only about 20% of the work is completed while more than 45% of the contract time has elapsed and unless better progress is made there appears to be little prospect of meeting the contract completion date, October 15, 1948.

It was also noted that while 95% of the General Excavation had been moved and the grading equipment removed from the project, that adequate provision had not been made for irrigation runoff and seepage which are creating unsatisfactory conditions.

Would suggest that every effort be made toward the completion of this contract within the time limit and also to the correction of the drainage conditions on this project.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

Copy to sent
H. G. Smith

RECEIVED
AUG 20 1948
OREGON
STATE HIGHWAY COMMISSION

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JUN 16 1948
FOR FILING

8-51 (1)

3018

June 15, 1948

Mr. R. H. Baldock
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 9, 1948 on Contract Number 3018, Hood River Junction-Odell Creek in connection with Federal Aid Project Number S-51 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. G. Williams
Assistant State Highway Engineer

VGW:ml

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AGENDA
JUN 2 8 1948

5-51(1)
3018

May 25, 1948

Shoreline Construction Company
972 Edgewater Street
Salem, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing, oiling, widening one concrete bridge, and furnishing erosion work in stockpiles on the Red Bluff-Shasta-Mill Creek Section of the Gold Beach-Agness Highway in Curry County. This award was based on your low bid of $79,750 submitted on May 25, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

HP
Enc.

cc - Mr. R. G. Smith (3)
Mrs. G. Lewis
Mr. S. H. Probert
Mr. G. E. Peterson

Mr. L. H. White, Assistant Commissioner
State Industrial Accident Commission
Salem

get confirmed 6/28/48

S+C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

The following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 28, 1948
11:30 a.m.

Shoreline Construction Company
971 Edgewater Street
Salem, Oregon

State Highway Commission awarded you today contract for Hood River Junction-Odell Creek Section, Odell Secondary Highway, in Hood River County, based on your low bid submitted May 25, 1948. Contract forms follow shortly.

R. B. Gladmyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cm
Charge

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • The Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $1. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on advertiser's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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JUN 2 1948
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S-51(1)
H-3018

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 28, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In accordance with your letter of May 27, 1948, we hereby concur in award of contract on Oregon Project No. S-51(1), Hood River Junction - Odell Creek Section, to Shoreline Construction Co., of Salem, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

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JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

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S-51(1)

ENGINEER'S ESTIMATE

ODELL SECTION

ODELL SECONDARY HIGHWAY

HOOD RIVER COUNTY
May 12, 1948

No.	ITEM	Quantity	Unit Price	Amount
1.	Clearing & Grubbing	All Specified	Lump Sum	$ 1,000.00
2.	Structural Excavation, Unclassified	300 cu.yd.	5.00	1,500.00
3.	Trench Excavation, Unclassified	20 cu.yd.	3.00	60.00
4.	General Excavation, Unclassified	13,000 cu.yd.	0.50	6,500.00
5.	Short Overhaul	19,000 yd.sta.	0.03	570.00
6.	Long Overhaul	180 C-yd.sta.	0.60	108.00
7.	Finishing Roadbed & Slopes	1.87 mile	500.00	935.00
8.	Rounding Cutbanks	2,000 lin.ft.	0.20	400.00
9.	12-inch Corrugated Metal Pipe	300 lin.ft.	3.00	900.00
10.	18-inch Corrugated Metal Pipe	400 lin.ft.	4.00	1,600.00
11.	24-inch Corrugated Metal Pipe	66 lin.ft.	6.50	429.00
12.	36-inch Corrugated Metal Pipe	64 lin.ft.	12.00	768.00
13.	12-inch Corrugated Metal Siphon Pipe	200 lin.ft.	4.00	800.00
14.	Salvaging Culvert Pipe	370 lin.ft.	2.00	740.00
15.	Concrete End Basins	20 cu.yd.	60.00	1,200.00
16.	Preparation of Old Bridge & Provision for Traffic	All Spec.	Lump Sum	500.00
17.	Shoring, Cribbing, etc.	All Spec.	Lump Sum	700.00
18.	Excavation for Structure	30 cu.yd.	6.00	180.00
19.	Excavation Below Elevations Shown	5 cu.yd.	10.00	50.00
20.	Class "A" Concrete in Structure	34 Cu.yd.	60.00	2,040.00
21.	Metal Reinforcement	3,400 lbs.	0.11	374.00
22.	4"-2" Rock in Base	4,200 cu.yd.	3.25	13,566.00
23.	3/4"-0" Rock in Cushion Course, Base & Shoulders	6,000 cu.yd.	3.25	19,500.00
24.	Sprinkling	340 M-Gal	3.00	1,020.00
25.	Preparation of Base	1.87 mile	300.00	561.00
26.	Furnishing & Placing Aggregates	1,300 cu.yd.	5.00	6,500.00
27.	Furnishing & Placing 151-200 Asphalt	90 ton	40.00	3,600.00
28.	Furnishing & Placing RC-3 or Emulsified Asphalt	60 ton	40.00	2,400.00
29.	3/4"-1/2" Crushed Rock in Stockpile	2,400 cu.yd.	3.00	7,200.00
30.	1/2"-1/4" Crushed Rock in Stockpile	1,600 cu.yd.	3.00	4,800.00
31.	1/4"-0" Crushed Rock in Stockpile	1,000 cu.yd.	3.00	3,000.00
				$ 83,501.00
	Clearing & Leveling Stockpile Site			250.00
	Purchasing & Hauling Screen Rejections			750.00
				$ 84,501.00
	+ 10% Engineering & Contingencies			8,450.00
				$ 92,951.00

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OREGON DISTRICT

S 5(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 6, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.R.A.E. documents for Oregon Project No. S-51(1), Hood River Junction-Odell Creek Section of the Odell Secondary Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

In accordance with our telephone conversation the amount of Federal Aid shown on the estimate has been revised to conform to the amount shown on the PR-9 approved April 6, 1948.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAY 7 1948
OREGON
STATE HIGHWAY COMMISSION

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DEC 22 1948
FOR FILING
5510

April 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Hood River Junction-Odell Section, Project No. S-51 (11).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ca
Encls.

Inv. No. 4
IRA 376/48

Oregon State Highway Department

Federal Aid Secondary Project
No. S-51 (1)

WOOD RIVER JUNCTION-CODELL CREEK SECTION OF THE CODELL HIGHWAY IN WOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1948

All Required		Clearing and Grubbing		$ 2,000.00
300	cu. yds.	Structural Excavation, Unclassified	$ 3.00	900.00
20	cu. yds.	Trench Excavation, Unclassified	3.00	60.00
13,000	cu. yds.	General Excavation, Unclassified	0.60	7,800.00
19,000	yd. sta.	Short Overhaul	0.02	380.00
180	C-yd. sta.	Long Overhaul	0.50	90.00
1.87	miles	Finishing Roadbed and Slopes	500.00	935.00
2,000	lin. ft.	Rounding Cutbanks	0.15	300.00
300	lin. ft.	12-inch Corrugated Metal Pipe	2.00	600.00
400	lin. ft.	18-inch Corrugated Metal Pipe	3.00	1,200.00
66	lin. ft.	24-inch Corrugated Metal Pipe	4.50	297.00
64	lin. ft.	36-inch Corrugated Metal Pipe	9.00	576.00
200	lin. ft.	12-inch Corrugated Metal Siphon Pipe	2.50	500.00
370	lin. ft.	Salvaging Culvert Pipe	1.50	555.00
20	cu. yds.	Concrete End Basins	55.00	1,100.00
All Required		Preparation of Old Bridge and Provision for Traffic		500.00
All Required		Shoring, Cribbing, Etc.		300.00
30	cu. yds.	Excavation for Structure	5.00	150.00
5	cu. yds.	Excavation below Elevations Shown	10.00	50.00
34	cu. yds.	Class "A" Concrete	60.00	2,040.00
3,400	lbs.	Metal Reinforcement	0.11	374.00
4,200	cu. yds.	4" - 2" Rock in Base	3.25	13,650.00
6,000	cu. yds.	3/4" - 0" Rock in Cushion Course, Base and Shoulders	3.50	21,000.00
340	M-gals.	Sprinkling	3.00	1,020.00
1.87	miles	Preparation of Base	200.00	374.00
1,300	cu. yds.	Furnishing and Placing Aggregates	4.75	6,175.00
90	tons	Furnishing and Placing 151-200 Asphalt	40.00	3,600.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00	2,400.00
		Subtotal		$68,986.00
		10% Engr. & Cont.		6,892.60
		Total		75,878.60

Length of Roadway [redacted] miles
Cost per mile [redacted]

Federal Aid Secondary Funds- - - -

Oregon State Highway Department

Federal Aid Secondary Project
No. S-51 (1)

HOOD RIVER JUNCTION-ODELL CREEK SECTION OF THE ODELL HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1948

All Required		Clearing and Grubbing			$ 2,000.00
900	cu. yds.	Structural Excavation, Unclassified			
20	cu. yds.	Trench Excavation, Unclassified	$ 3.00		900.00
13,000	cu. yds.	General Excavation, Unclassified	3.00		60.00
19,000	yd. sta.	Short Overhaul	0.60		7,800.00
100	C-yd. sta.	Long Overhaul	0.02		380.00
1.87	miles	Finishing Roadbed and Slopes	0.50		90.00
2,000	lin. ft.	Rounding Cutbanks	500.00		935.00
300	lin. ft.	12-inch Corrugated Metal Pipe	0.15		300.00
400	lin. ft.	18-inch Corrugated Metal Pipe	2.00		800.00
66	lin. ft.	24-inch Corrugated Metal Pipe	3.00		1,200.00
64	lin. ft.	36-inch Corrugated Metal Pipe	4.50		297.00
200	lin. ft.	12-inch Corrugated Metal Siphon Pipe	9.00		576.00
370	lin. ft.	Salvaging Culvert Pipe	2.50		500.00
20	cu. yds.	Concrete End Basins	1.50		555.00
All Required		Preparation of Old Bridge and Provision for Traffic	55.00		1,100.00
All Required		Shoring, Cribbing, Etc.			300.00
30	cu. yds.	Excavation for Structure			300.00
5	cu. yds.	Excavation Below Elevations Shown	5.00		150.00
34	cu. yds.	Class "A" Concrete	10.00		50.00
3,400	lbs.	Metal Reinforcement	60.00		2,040.00
4,200	cu. yds.	4" - 2" Rock in Base	0.11		374.00
6,000	cu. yds.	3/4" - 0" Rock in Cushion Course, Base and Shoulders	3.25		13,650.00
340	M-gals.	Sprinkling	3.50		21,000.00
1.87	miles	Preparation of Base	3.00		1,020.00
1,300	cu. yds.	Furnishing and Placing Aggregates	200.00		374.00
90	tons	Furnishing and Placing 151-200 Asphalt	4.75		6,175.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	40.00		3,600.00
			40.00		2,400.00
		Subtotal			$68,926.00
		10% Engr. & Cont.			6,892.60
		Total			75,818.60

Length of boundary [redacted] miles
Cost per mile [redacted]

Federal Aid Secondary Funds [redacted]
State Funds [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 27, 1948

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DEC 23 1946
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55 10

March 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of Form BR-9 covering progress charge for the Skill Section, Project No. S-51(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

Enc.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 16, 1948
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F.Y. Federal-aid Secondary Highway
(Previous Program)

July 1, 1947
(Date of Approval)

COUNTY Hood River

FA or FAS Route No. FAS - 300

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	12	S-51(1)	From FAS Rt. 115, 1 mi. E. of Odell to FAS Rt. 336	Survey-Plans					
				Right-of-Way					Gr. Dr. 2-lane intermediate type surfacing
				Construction	$100,000	$61,000	$39,000		
				Total	$100,000	$61,000	$39,000	3.50	
Requested Revision	12	S-51(1)	From Point approx. 1 mi. W. of Odell to FAS Rt. 336	Survey-Plans					
				Right-of-Way					Gr. Dr. 2-lane intermediate type surfacing
				Construction	$ 70,000	$42,000	$28,000		
				Total	$ 70,000	$42,000	$28,000	1.90	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Remainder of project is improved to adequate standards and no further improvement considered necessary at this time.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

P-3868

Approval Requested _____ State Highway Engineer 3-16-48 (date)

Approved: _____ Acting Commissioner _____ (date)

S-75(2) Dry Cr.-West Ranch Sec., 1948
Island City-Summerville Co. Rd.
#3019

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S 75(2)

Jo 19

July 7, 1949

Honorable C. K. McCormick
County Judge of Union County
La Grande, Oregon

Dear Judge:

The Dry Creek-West Ranch Section of the Island City-Summerville County Road in Union County, constructed as a Federal-aid Secondary Project, was completed by the contractor on September 4, 1948 and accepted by the State Highway Commission at its September 13-14 meeting in 1948.

It is assumed that Union County, as per the maintenance agreement signed by the County Court of Union County on May 6, 1948 and by the State Highway Commission on June 9, 1948, accepted this section of road for maintenance at that time. We would appreciate a letter from the Court confirming this assumption of maintenance.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JFM

cc Mr. John W. Cattrell

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JUN 20 1949
FOR FILING

8-75(2)
3-17

Neis-Lewis

June 16, 1949

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Attention: A. C. Abrahamson, Manager
Claim Department

Gentlemen:

We acknowledge with thanks the photostatic copy of a release of agreement signed by T. B. and Maggie Atkins and E. E. Rush releasing their claim against E. C. Hall Company, Contract 2019 for work on the Dry Creek-West Ranch Section of the Falcon City-Summerville Union County Road.

This makes a very acceptable record for our files and we again thank you for your kindness in forwarding it to us.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-16-49

...SEN, PRES. E. C. ROWLAND, SEC'Y.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

June 14, 1949

Oregon State Highway Commission
Salem, Oregon

RE: 17337 - E. C. HALL COMPANY - Bond Loss
(T. B. Takins).

Gentlemen:

Acknowledging your letter of June 7 relative to the above captioned case, we attach hereto a photostatic copy of release signed by T. B. Atkins, Maggie Atkins and R. R. Rush which we trust will suffice for your records.

Very truly yours,

HANSEN & ROWLAND, INC.
GENERAL AGENTS

A. C. AHRENDSEN, MGR.
CLAIM DEPARTMENT

ACA:DML
Enc

RECEIVED
JUN 16 1949
OREGON
...Y COMMISSION

6-16-49

[illegible] Of [illegible]

[illegible] is to certify that the Conditions [illegible]
[illegible] ve been [illegible] Deed, executed by [illegible] Atkins and
[illegible] la Jo. [illegible], as Grantor, and [illegible] t between T. B. Atkins
[illegible] Ma. [illegible], [illegible], [illegible] A. [illegible]sh, dated [illegible] ber 17, 1948
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] tioned [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

19th day of May 1949

T B Atkins (Seal)

Maggie J. Atkins (Seal)

L E Reed (Seal)

RECEIVED
JUN 20 1949
FOR FILING
1-75-(2)
3019

June 16, 1949

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

This is to advise that we have today received a photostatic copy of a release of agreement signed by T. B. and Maggie J. Atkins and R. E. Rusk. This release apparently pertains to the claim filed by the Atkins on December 2nd in the amount of $1,666 against Contract No. 3019 held by E. C. Hall Company for work on the Dry Creek-West Ranch Section of the Island City-Summerville Union County Road.

This information is furnished as the Maryland Casualty Company appears as surety on the bond executed in connection with Contract 3019.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Hansen and Rowland, Inc.
609 Henry Building
Portland, Oregon

E. C. Hall Company
Route 6, Box 630
Portland, Oregon

NOTED ON CARD
6-16-49

RECEIVED
MAR 18
FOR FILING.....

8-75(2)
3019

FIRS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 18, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	2041	3019	5-final	E. C. Hall Co.	1,969.84	345413	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

According to usual custom I am forwarding this release form to you for signature notwithstanding you furnished us a copy of your letter to this firm bearing your footnote that we release payment.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

NOTED ON CARD
3-18-49, gr

E. C. HALL CO.
GENERAL CONTRACTING
ROUTE 6, BOX 666
PORTLAND 1, OREGON

March 16, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Attached, please find original letter from Hansen & Rowland, Inc., our surety, requesting payment of final estimate be made to us on Contract #3019.

Very truly yours,

E. C. HALL CO.

N. A. Baker

NAB/GS

RECEIVED
MAR 17 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
3-17-49 gr

HANSEN, PRES. I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

March 12, 1949.

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: State Highway Contract No. 3019 4019 for construction of Dry Creek-West Range Section of Island City- Summerville, Union County Road.

The undersigned, E. C. Hall Company as contractor and as principal in the contract bond to the State of Oregon covering the above described contract, hereby requests that the State Highway Commission make payment to it of the final payment due under said contract, and Maryland Casualty Company, surety upon the said bond, hereby consents to said final payment, it being agreed both by said principal and by said surety that said payment shall be without prejudice to any rights of the State of Oregon and/or the Oregon State Highway Commission under said bond and without prejudice to any existing rights of T. B. and Maggie J. Atkins under lien or claim in the sum of $1666.00 heretofore filed by them against said E. C. Hall Company and said bond.

Very truly yours,

E. C. HALL COMPANY
By Donald W. Hall

3-17-49
Nevers says ok to release final pay't.
F. Avery

MARYLAND CASUALTY COMPANY
By H. G. Hansen
Attorney-in-Fact.

NOTED ON CARD
3-17-49 gk

...ANSEN, PRES. I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

March 12, 1949.

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

REFERRED TO
SECRETARY
wrote for original letter - attached

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

RE: Bond No. 17337 - E. C. Hall Company - Oregon State Highway Contract No. 3019 - Dry Creek-West Range Section of Island City-Summerville, Union County Road.

Mr. Dexter of the Home Office of the Maryland Casualty Company has forwarded us copy of your letter to him of the 2nd inst. and of his reply of the 7th inst.

We doubt that Hall's bond would apply to the agreement between the Atkins and Rush, the sub-contractor. Incidentally, there is nothing in the agreement which recites that performance thereof by Rush will constitute a satisfaction of the Atkins claim previously filed.

However, we do not feel that there is any particular need of concern on our part with respect to release of the final payment to E. C. Hall Company because that concern is very responsible financially and fully capable of responding to any liability that might ultimately be asserted against them and the surety under the Atkins claim and, therefore, Maryland Casualty Company as surety is agreeable, with the consent of the principal, to payment by the State of the final payment to E. C. Hall Company without prejudice to any existing rights of the State of Oregon or the Atkins against the contractor's bond.

We have submitted to E. C. Hall Company a joint consent as per copy enclosed, with the request that if it meets with their approval they execute it and forward to you and which we presume will enable you to release the final payment.

RECEIVED
1
STATE HIGHWAY COMMISSION

Very truly yours,

HANSEN & ROWLAND Inc,
General Agents.
H. T. Hansen
H. T. HANSEN,
President.

HTH:ft

CC: Mr. Dexter.
E. C. Hall Company.

March 12, 1949.

Mr. H. H. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: State Highway Contract No. 4019 for construction of Dry Creek-West Range Section of Inland City- Summerville, Union County Road.

The undersigned, E. C. Hall Company as contractor and as principal in the contract bond to the State of Oregon covering the above described contract, hereby requests that the State Highway Commission make payment to it of the final payment due under said contract, and Maryland Casualty Company, surety upon the said bond, hereby consents to said final payment, it being agreed both by said principal and by said surety that said payment shall be without prejudice to any rights of the State of Oregon and/or the Oregon State Highway Commission under said bond and without prejudice to any existing rights of T. B. and Maggie J. Athins under lien or claim in the sum of $1644.00 heretofore filed by them against said E. C. Hall Company and said bond.

Very truly yours,

E. C. HALL COMPANY

By

MARYLAND CASUALTY COMPANY

By

Attorney-in-Fact.

RECEIVED
MAR 7 1949
FOR FILING

1 I-75 (2)

3019

March 2, 1949

Maryland Casualty Company
Baltimore 3, Maryland

Attention: George W. Dunbar, Mgr.
Surety Dept.

Dear Mr. Dunbar:

I received in today's mail your letter of February 25, 1949, regarding the claim of T. B. and Maggie J. Atkins, in the sum of $1,666.00, against E. C. Hall Company, and note that you are again taking this matter up with the principals on your bond.

The State Highway Commission is ready to make final payment to E. C. Hall Company for the work in connection with which this claim is filed, being State Highway contract no. 3019, for construction of the Dry Creek-West Range Section of the Island City-Summerville, Union County Road, but before doing so, want this record clear as to outstanding claims. The Atkins' claim is the only one on record in this office against this particular job, and it appears that an arrangement has been effected by the claimants with the sub-contractor, R. E. Rush, to satisfy the claim. The arrangement to which I refer is an agreement between the Atkinses and Mr. Rush, dated December 17, 1948, as filed in the office of the Oregon Secretary of State on December 20, 1948. I sent a copy of this agreement to you on December 23, 1948, which undoubtedly is available in your files.

The question now arises, whether or not, in view of this agreement, the Maryland Casualty Company has any objection to the release to E. C. Hall Company of the final payment in connection with this job. An early reply will be appreciated, so as to expedite payment to the contractor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC:ts

cc-Floyd Emery

NOTED ON CARD

3-3-49

MARYLAND CASUALTY COMPANY

STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

BALTIMORE 3

CLAIM DIVISION

W. KENYON LLOYD
VICE-PRESIDENT

H. G. LEWIS, Jr.
MANAGER, CLAIM DIVISION

FRED E. PAUSCH.
CHIEF CLAIM ATTORNEY

SURETY DEPARTMENT
GEO. W. DEXTER, MANAGER

February 25, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Claim #260-48 Cont.
State of Oregon
E. C. Hall Company

Dear Sir:

We have your letter of February 2nd, calling our attention to the unpaid claim of T. B. and Maggie J. Atkins in the sum of $1,666.00. We are again taking the matter up with the principals, and we expect that they will take care of it. We thank you for bringing the matter to our attention.

Very truly yours,

George W. Dexter
Manager

GWD:AC
CC: Hansen & Rowland, Inc.
Tacoma, Washington

RECEIVED
2
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
3-2-49

RECEIVED
FEB 3 1949
FOR FILING

I-75 (2)

3019

February 2, 1949

Maryland Casualty Co.
Baltimore)
Maryland

Gentlemen:

This is to advise you that State Highway Contract No. 3019, for work on the Dry Creek-East Branch Section of Island City-Summerville County Road in Union County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $1,969.84 will be made on or after February 12, 1949, provided no outstanding claim has been established and this office advised.

There is a claim filed against this project by T. E. and Maggie J. Atkins in the sum of $1,666.00, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $76,136.69, and that no force account work was performed on the job. This contract was completed on September 6 and accepted by the Highway Commission on September 14, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon
Attn: E.A. Hrida

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Mr. H. H. Hanke

E. C. Hall Co.

NOTED ON CARD

2-2-49 gl

E. C. Hall Co., Contractor

Detail of Cost

Materials:

72" Arch Type Corr. Metal Pipe	44 Lin. Ft. at $20.41	$898.04	
72" Arch Type Corr. Metal Pipe Bands	2 Each at $26.16	52.32	
			$950.36

Miscellaneous:

Partial Bond	$327.14	
Home Office & General Overhead	1,385.71	
Interest on Payments for Labor, Trucks and Petroleum Products Advanced to R. E. Rush	175.00	
Work Done by Snook Bros.	6,172.14	
		8,059.99

Total Cost..... $9,010.35

FINAL COST ANALYSIS

R. E. Rush, Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Selected Roadbed Topping	13,514	Cu. Yd.	$0.21	$0.425	$2,837.06	$5,743.45
Hauling R/B Topping	18,100	Yd. Mi.	0.17	0.105	3,162.44	1,900.50
1"-0" Cr. Gravel in Base and Shoulders	14,289	Cu. Yd.	1.62	1.87	23,129.96	26,720.43
Sprinkling	733	M-Gal.	2.07	2.55	1,507.64	1,869.15
Furnish Mineral Aggregates	2,616	Cu. Yd.	1.39	1.87	3,644.78	4,891.92
SP Screen Rejects on Road	5,495	" "	0.25	0.25	1,373.75	1,373.75
SP Hauling Screen Rejects	10,756	Yd. Mi.	0.16	0.105	1,726.88	1,129.38
					$37,382.51	$43,628.58

Gross Revenue	$43,628.58
Total Cost	37,382.51
Net Profit	$6,246.07

Net Profit Equals 14% of Gross Revenue

Dry Creek-West Ranch

Detail of Cost
Dick Rush, Subcontractor

Labor:		
Labor, Includes Supervision	$12,065.92	
State Industrial Accident Insurance	550.56	
Social Security & Unemployment Insurance	454.21	
		$13,070.69
Equipment Repairs & Miscellaneous:		
Equipment Rental	$9,537.50	
Rented Trucks, Includes Gas, Oil, Grease and Drivers	9,589.52	
Gas, Oil and Grease	2,933.92	
Freight & Express	264.38	
Hardware	14.89	
Lumber	117.78	
Small Tools & Misc. Supplies	1,460.68	
Insurance & Bond	270.76	
Office	122.39	
		24,311.82
Total Cost		$37,382.51

Breakdown of Crushing Costs

	Amount	Cu. Yd.	Cost per Cu. Yd.
Strip Pit	$519.30	16,905	$0.031
Set Up Crusher	1,360.11	"	0.080
Load in Pit	3,165.46	"	0.187
Haul to Crusher	2,606.86	"	0.154
Crush	12,380.50	"	0.732
Total Cost in Bunker			$1.184
Haul 1" - 0"	$5,134.36	14,289	$0.359
Street Work	1,888.98	"	0.132
Total Cost of Road Rock			$1.675
Prepare Stockpile Site	$149.87		$0.057
Haul Mineral Aggregates	366.24	2,616	0.140
Stockpile	31.33	"	0.012
Total Cost of Mineral Aggregates in Stockpile	$1.393		$0.209

FINAL COST ANALYSIS

J. C. Compton, Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Sprinkling	96	M-Gal.	$1.42	$3.00	$136.32	$288.00
Preparation of Base	6.96	Mile	87.05	200.00	605.87	1,392.00
Place Mineral Aggregates	2,616	Cu. Yd.	0.91	1.50	2,391.40	3,924.00
Furnish & Place 151-200 Asphalt	294.53	Ton	42.86	42.00	12,622.31	12,370.26
					$15,755.90	$17,974.26

Gross Revenue	$17,974.26
Total Cost	15,755.90
Net Profit	$2,218.36

Net Profit Equals 12.3% of Gross Revenue

Dry Creek-West Ranch

Detail of Cost
J. C. Compton, Subcontractor

Labor:

Labor, Including Supervision				$2,832.14	
State Industrial Accident Insurance				73.61	
Social Security				28.32	
Unemployment Insurance				116.46	
					$3,050.53

Materials:

151-200 Asphalt	294.53	Tons	at $23.00	$6,773.96	
Freight on Asphalt	294.53	"	" 9.60	2,827.49	
					9,601.45

Equipment Rental & Miscellaneous:

Equipment Rental	$1,629.85	
Gas, Oil and Grease	694.20	
Stove Oil	45.60	
P.U.C. Fees	49.25	
Small Tools & Miscellaneous	196.20	
Home Office & General Overhead	488.82	
		3,103.92

Total Cost $15,755.90

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of one reinforced box culvert, 6.96 miles of pit run gravel topping, crushed gravel base and shoulders, type O-9 oil mat wearing surface and incidental work on the Island City-Summerville County Road.

The project was bid and awarded May 25th, to the E. C. Hall Construction Company who in turn subcontracted the various bid items to Snook Bros., R. E. Rush and J. C. Compton.

Work done by Snook Bros. consisted of the building of the concrete box culvert and the placing of the arch type corrugated metal pipe. No estimate of possible profits is available and costs are computed from the amounts paid Snook Bros. plus costs incurred by the E. C. Hall Company.

The placing of the roadbed topping, the major part of the sprinkling, crushing and placing of road rock and the crushing and stockpiling of the mineral aggregate were done by R. E. Rush with the Hall company financing the work to the extent of paying all labor, trucking and petroleum bills.

Preparation of base, a minor part of the sprinkling, the placing of the mineral aggregates and the furnishing and placing of the 151-200 asphalt were done by the J. C. Compton Company, A price of $1.50 per cubic yard was given for placing mineral aggregates and full bid price for the other items.

Equipment used by the various contractors consisted of a small portable cement mixer, flatbed truck and pickup used on concrete work; 3/4 cubic yard shovel, hired 4 and 5 cubic yard trucks, one #12 blade, one 10-ton roller, one 1,000-gallon water wagon, one water pump, one pickup, one HD-14 tractor, one heavy duty transport truck, two lowbed trailers and the contractor's crushing plant used on topping and crushing; and one ½ cubic yard shovel, two #12 blades, two 10-ton rollers, one retort, one boiler, one 2,000-gallon distributor, four transports, one service truck, three lowbed trailers, one broom, three pickups, one pilot car and six trucks on oiling operations.

This project was very well handled by all parties concerned with the various phases of the work. Low overhead and excellent progress allowed a very high percentage of profit on roadbed topping. An average of 70 cubic yards per hour production on crushed rock with low costs for production, hauling and placing allowed a substantial profit to the subcontractor plus the contractor's profit. An excellent profit was shown on preparation of base and the placing of the mineral aggregates but as asphalt cost considerably more than anticipated the placing of the 151-200 asphalt showed a small loss. However, the profits made on the other oiling items more than offset the small loss and allowed a good profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 4 - 1949
FOR FILING

S-75(2)

3019

January 3, 1949

Maryland Casualty Co.
Baltimore 9,
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R.G. Hall Co. on contract No. 3019 covering Topping and Oil Mat Surfacing on Dry Creek-W. Ranch Section of the Inland City-Summerville County Road in Union County. This payment, in the amount of $1,184.76 will be made on or after January 13, 1949. The retained percentage is $2,293.82.

There is a claim filed against this project by T.B. and Maggie Atkins, of which you have been previously notified, in the amount of $1,666.00.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Maryland Casualty Co.
Hansen & Rowland, Inc., Agents
Puget Sound Bank Bldg.
Tacoma, Washington

Maryland Casualty Co.
Hansen & Rowland, Inc., Agents
E.A. Wride, Manager
631 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
1-3-49 gR

RECEIVED
JAN 31
FOR FILING

I. D. ROWLAND, Secy.

3019

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

December 28, 1948

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

8-.75 (2)

3019

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer

Re: Bond No. 54645 - E. C. Hall Co., Contract No. 3019.

Gentlemen:

Referring to your letter of December 2nd to the Home Office of the Maryland Casualty Company and their reply of December 22nd, we acknowledge receipt of the claim of $1,666.00 against the contract of E. C. Hall Co. for work on the Dry Creek-West Ranch Section of the Island City-Summerville County Road in Union County. The matter is being referred to the E. C. Hall Co., who are thoroughly responsible and who will doubtless take care of the situation.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A. Van R. Schermerhorn
Mgr. Surety Bond

AVRS:eb

NOTED
- QUER

RECEIVED
DEC 30 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 29 1948
FOR FILING

Mrs. Lewis

J-75(2)

3019

December 23, 1948

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

Attached hereto is a copy of an agreement received by us from the Secretary of State. This agreement was filed with that office by T. B. and Maggie J. Atkins in connection with a claim filed by them previously in the amount of $1,666 against E. C. Hall Company for work performed on the Bay Creek - East Newark section of the Inland City - Summerville County Road, our Contract No. 3019.

Copies of the claim as filed by the Atkins were sent to you on December 2, 1948.

This information is furnished as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mmb
Enc.
cc Hanson & Rowland
E. C. Hall Company

NOTED ON CARD

12-23-48

December 23, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 21, to which was attached three copies of an agreement between T. B. and Maggie J. Atkins and E. E. Rush.

This agreement is in connection with the claim filed by the Atkins in the amount of $1,666 against the E. C. Hall Company, under what appears to be our Contract No. 1019. (Your File No. 3115.)

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mm

NOTED ON CARD

12-23-48

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 21, 1948

Contract 3019

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received today from Dixon and Burley Attorneys, La Grande, a agreement between T. B. and Maggie J. Atkins referred to as owners and R. E. Rush referred to as a contractor. The agreement is filed in connection with the notice of claim by T. B. and Maggie J. Atkins in the amount of $1,666.00, against the bond of the E. C. Hall Company, copies of which were mailed to you on December 1, 1948, our file number 3115. A copy of the agreement is enclosed for your information and files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
BY SECRETARY

acknowledge and copy to E.C. Hall Co. - surety } copy of claim also
" " - surety on card } Copies of claim sent on Dec. 2, 1948

RECEIVED
DEC 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

COPY

THIS AGREEMENT Made this 17th day of December, 1948, between T. B. ATKINS and MAGGIE J. ATKINS, his wife, hereinafter referred to as the owners, of the one part, and R. E. RUSH, hereinafter referred to as the contractor, of the other part.

WITNESSETH: That whereas by an agreement entered into by the parties hereto on the 10th day of October, 1948, the contractor agreed to clear and level certain land owned by the owners comprising approximately six (6) acres lying adjacent to and west of the State gravel pit on the Dry Creek west branch section of the Island City - Summerville County Road, performed by the contractor

This agreement witnesseth that in consideration of the premises and the covenant of the owners hereinafter conatined, the contractor does hereby agree and covenant with the owners as follows:

1. The contractor agrees and covenants to replace the boundary fence between the owners' said property and the Shane property for a distance of approximatly two hundred (200) feet at his own expense and to the satisfaction of the owners.

2. The contractor covenants and agrees, at his own expense, to replace a suitable stock-proof wire gate at the entrance to the owners' said property from the said Island City-Summerville County road, and to the owners' satisfaction.

3. The contractor covenants and agrees, at his own expense and to the satisfaction of the owners, that he will clear the area of approximately two acres in the center of the owners said land by removing all stumps therein and leveling the same in windrow for burning by the owners, the owners to limb and remove the trunks, and the contractor further covenants and agreed that he will level the said area of two acres in so far as it is necessary to fill up the stump holes created by the removal of the stumps at his own expense and to the satisfaction of the owners.

4. The contractor covenants and agrees that he will, at his own expense and to the satisfaction of the owners, push all stumps

COPY

of approximately four (4) acres in the

THIS AGREEMENT Made this 17th day of December, 1948, between T. B. ATKINS and MAGGIE F. ATKINS, his wife, hereinafter referred to as the owners, of the one part, and R. E. RUSH, hereinafter referred to as the contractor, of the other part.

WITNESSETH: That whereas by an agreement entered into by the parties hereto on the 10th day of October, 1948, the contractor agreed to clear and level certain land owned by the owners comprising approximately six (6) acres lying adjacent to and west of the State gravel pit on the Dry Creek west branch section of the Island City - Summerville County Road,

This agreement witnesseth that in consideration of the premises and the covenant of the owners hereinafter conatined, the contractor does hereby agree and covenant with the owners as follows:

1. The contractor agrees and covenants to replace the boundary fence between the owners' said property and the Shane property for a distance of approximatly two hundred (200) feet at his own expense and to the satisfaction of the owners.

2. The contractor covenants and agrees, at his own expense, to replace a suitable stock-proof wire gate at the entrance to the owners' said property from the said Island City-Summerville County road, and to the owners' satisfaction.

3. The contractor covenants and agrees, at his own expense and to the satisfaction of the owners, that he will clear the area of approximately two acres in the center of the owners said land by removing all stumps therein and leveling the same in windrow for burning by the owners, the owners to limb and remove the trunks, and the contractor further covenants and agreed that he will level the said area of two acres in so far as it is necessary to fill up the stump holes created by the removal of the stumps at his own expense and to the satisfaction of the owners.

4. The contractor covenants and agrees that he will, at his own expense and to the satisfaction of the owners, push all stumps

COPY

out of the area of approximately four (4) acres in the southwest corner of the owners' said land and leave the same in a windrow for burning by the owners, and will level the said land to such extent as may be necessary as the result of the removal of the said stumps.

5. The contractor covenants and agrees that he will, at his own expense and to the satisfaction of the owners, straighten up the clearing line along the south boundary of the cleared field of the said land.

6. It is understood and agreed between the contractor and the owners that in all work to be performed by the contractor under this agreement to the satisfaction of the owners, that the contractor will so perform and complete the said work in all respects so as to leave the land cultivatable by plow.

7. The contractor hereby covenants and agrees that he will perform and complete the aforesaid work on or before the 1st day of June, 1949.

8. This agreement is without prejudice to the Notice of Claim dated the 22nd day of November, 1948, made by the owners and filed with the State of Oregon against the bond taken from E. C. Hall Company for construction work on the north portion of said County road hereinbefore described.

And in consideration of the premises, the owners do hereby covenant and agree with the contractor that they will not sue the contractor upon the Notice of Claim hereinbefore mentioned, or seek to enforce the said claim until after the said 1st day of June, 1949.

IN WITNESS WHEREOF, THE parties hereto have set their hands to this and another instrument of the same tenor and date.

Witness:

O. G. MC COMB

T. B. ATKINS (SEAL)

MAGGIE J. ATKINS (SEAL)
owners

ENDORSED:
File No. 3115
Filed December 20, 1948
Earl T. Newbry, Secretary of State

R. E. RUSH (SEAL)
Contractor.

RECEIVED
DEC 7 1944
FOR FILING

1-75(2)
3019

Mrs. Lemmel
note on card

December 2, 1944

Mr. Hall H. Hendry
Secretary of State
Salem, Oregon

Dear Sir:

In acknowledge with thanks your letter of December 1 to which was attached three copies of a claim filed with your office by T. E. Atkins and Maggie J. Atkins against the bond taken from E. G. Hall on our Contract No. 3019 for work on the Dry Creek-Scott Mills Section of the Salem City-Sunnyside Union County Road.

This claim is in the amount of $1,666 for pit-run gravel furnished.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Encls.

NOTED ON CARD
12-2-44 JE

RECEIVED
DEC 7 1948
FOR FILING

3017

Mrs. Lois
Note on card

December 2, 1948

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

There is attached hereto a copy of a claim filed with the Secretary of State by T. D. Atkins and Maggie J. Atkins against the bond furnished for our Contract No. 2089 with E. E. Hall Company for work on the Dry Gravel-Mixed Hauls Section of the Inland City-Summerville Union County Road. This claim is in the amount of $1,666 for pit-run gravel furnished by the claimants.

This information is furnished to you as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:dr
Enc.

cc - Hanson & Haviland, Inc.
611 Henry Building
Portland, Oregon
Attn: R. A. Wells, Manager

Hanson & Haviland, Inc.
Puget Sound Bank Building
Everett, Washington

E. E. Hall Company
Route 4, Box 630,
Portland, Oregon

NOTED ON CARD
12-2-48 MC

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 1, 1948

contract 3019

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim by T. B. Atkins and Maggie J. Atkins for materials furnished in the sum of $1,666.00, against the bond taken from E. D. Hall Company, for reconstruction on the Island City-Summerville county road in Union County, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FS
Enc.

REFERRED TO BY SECRETARY

NOTED ON CARD 12-3 HS

RECEIVED DEC 1948 OREGON STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: THE STATE OF OREGON

NOTICE IS HEREBY GIVEN pursuant to Section 98-101 O.C.L.A. that the undersigned T. B. ATKINS and MAGGIE J. ATKINS, (c/o Dixon & Burleigh, Attorneys, LaGrande, Oregon), have a claim for material, to-wit: gravel in the sum of $1,666.00 against the bond taken from E. C. Hall Company contractor with you, for the work of reconstructing the north portion of the Island City-Summerville, County road, in Union County, Oregon.

PARTICULARS

A yardage of approximately 16,666 cubic yards of pit-run gravel the property of the Claimants, was furnished R. E. Push, Arthur Street, Baker, Oregon, from August 1, 1948, to August 26, 1948, for the use of and used by, the E. C. Hall Company (Donald W. Hall and Clara O. Hall) in the reconstruction of the north portion of the Island City-Summerville county road. The claim is computed at the rate of ten cents per cubic yard.

DATED this 22nd day of November, 1948.

T. B. ATKINS
T. B. ATKINS

MAGGIE J. ATKINS
per T. B. A.
MAGGIE J. ATKINS

ENDORSED:
File No. 3115
Filed November 24, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 21 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 2, 1948

S-75(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-75(2)
Cry Creek-West Ranch Section
Island City-Summerville Road.

Dear Sir:

We enclose herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
NOV 4 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 3 (Revised 1946)

WASpr 7552

State Oregon

Federal Aid Secondary

Project No. S-19(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20 day of October, 19 47

by and between The Oregon State Highway Commission

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 19 47, a project statement, which was approved on the 30th day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 3rd day of May, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-eight thousand, three hundred and 00/100 dollars ($ 48,300.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11279-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1947; Chapter 51, Laws 1949; Chapter 389, Laws 1949.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 320+53.9 at the south boundary of Section 22, T. 1 S., R. 3 E., W.M., and survey station 896+3.0 in the N. 1/2, Section 35, T. 1 N., R. 3 E., W.M., without exception,

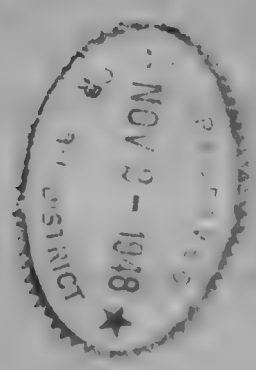
_____, length 4.946 boundary miles, in Union County, being Oregon Federal Aid / project No. S-73(2), consisting of 4.946 miles of roadway and No bridges, none of more than 20 feet clear span, _____ of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-2



UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ——\——

forty-eight thousand three hundred and 00/100

dollars ($ 48,300.00), which does not exceed the authorized Federal pro rata share of

eighty thousand three hundred ninety-nine and 00/100

dollars ($ 80,399.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amounts annually available)

Chapter 370, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

On recommendation

Attest

_____
SECRETARY

U. S. GOVERNMENT PRINTING OFFICE 16—11279-2

RECEIVED NOV 3 - 1948 DISTRICT

RECEIVED
SEP 29 1948
FOR FILING

I - 75 (2)

3019

September 21,1948

Maryland Casualty Company
Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to E. C. Hall Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3019 for the Dry Creek-East Branch Section of the Island City-Summerville County Road in Union County. This payment, which is in the amount of $41,951.10, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $2,257.18. The present payment to the contractor will be made on or after October 1, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

sl

cc: Maryland Casualty Co.
Baltimore 3, Md.

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
9-21-48, sl

RECEIVED
SEP - 9 1948
FOR FILING

S-75-(2)

3019

September 7, 1948

Mr. R. H. Baldock
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 4, 1948 on Contract No. 3019, Bay Creek-Wheat Branch Section in connection with Federal Aid Project No. S-75 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong

DEP:HD

Form B-1—436—1-48

(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept.4,1948, 19

Section Island City-Summerville Dry Creek-West Branch Work Topping and oilmat surfacing

Highway Island City-Summerville Section prefix 231-1018

Contractor R.C.Hall Co. Contract number 3019

Date of contract May 28,1948, 19 Date of completion Oct.15,1948, 19

Date work started June 14,1948, 19 Estimated date of completion Sept.4,1948, 19

Amount of contract . . . . . $ 73,090.00 Per cent of time elapsed 44 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 78,000

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 3800, 84 % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling on this job thursday the 2nd of Sept.and the maintenance is finished saturday of the same week.this completes the job,and will be taken over by the County the first of next week.

RECEIVED
SEP 9 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed O. G. McCourt

Address LaGrande Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6.96		6.96	
Miles partially completed					
Miles completed		6.96		6.96	
Total estimated quantities		29000		278	
Estimated quantities moved or placed to date		27000		288	
Average daily quantities				96	
Average daily quantities necessary to complete project on time		0		0	
Number shifts per day				1	
Hours per shift				9	
Average force on project for week				18	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders .....3....., Rollers .....2....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....,Trucks 8 ....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
SEP 30 19
FOR FILING
OREGON DISTRICT

S-75(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2000
PORTLAND 8, OREGON

August 31, 1948

Probert
check with Armstrong

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. William's letter of August 20 submitting copies of estimate to be used as the basis for project agreement for Oregon project S-75(2), the Dry Creek- West Ranch Section.

Mr. Armstrong's letter of June 1st, 1948 transmitted four copies of the encroachment resolution and his letter of June 14th four copies of maintenance agreement by the County Court of Union County. In reviewing these papers it is noted the point of beginning as described does not conform to the sketch map and plans for this project.

this have been taken care of

We are returning herewith all copies of the Resolution and Maintenance Agreement for correction.

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

RECEIVED
SEP 1 1948
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

OREGON DISTRICT

RECEIVED
AUG 30 1948
FOR FILING
S-75(2)

August 27, 1948

Mr. E. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3700
Portland 8, Oregon

Dear Mr. Davis

It now appears that the oiling of the Dry Creek-Rock Creek section of the Island City-Summerville County Road, Item 5-75(2), will be done during the month of September.

Owing to the lateness of the season, we do not consider it advisable to use RC-3 in the seal coat and we respectfully request approval for the use of 150-200 asphalt in the seal coat in lieu of RC-3. The price of 150-200 asphalt is $42.00 per ton on this project as compared with $43.00 per ton for RC-3.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/bm

RECEIVED
DEC 23
FOR FILING

S 75(2)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Dry Creek-Hoot Ranch Section, Project No. S-75 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ar

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (2)

REX CREEK-WEST RANCH SECTION OF THE ISLAND CITY-STARKVILLE ROAD IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

All Required		Removing Two Bridges			$ 1,750.00
40	cu. yds.	Structural Excavation, Unclassified		12.00	480.00
44	lin. ft.	72" Arch Type Corr. Metal Pipe		28.00	1,232.00
60	cu. yds.	Class "A" Concrete		52.50	3,150.00
8,900	lbs.	Metal Reinforcing		0.13	1,157.00
15,000	cu. yds.	Selected Roadbed Topping		0.50	7,500.00
20,000	Yds mi.	Hauling Roadbed Topping		0.12	2,400.00
14,000	cu. yds.	1" - 0" Gravel in Base and Shoulders		2.20	30,800.00
700	M-gal.	Sprinkling		3.00	2,100.00
6.96	miles	Preparation of Base		200.00	1,398.00
2,500	cu. yds.	Furnishing and Placing Mineral Aggregates		3.75	9,375.00
808	tons	Furnishing and Placing 151-200 Asphalt		12.00	9,400.00
78	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		43.00	3,354.00
			Subtotal		$73,090.00
			10% Eng. & Cont.		7,309.00
			Total		$80,399.00
		Length		6.946 miles	
		Cost per mile, Roadway		$11,574.86	

Federal Aid Secondary Funds - $68,300.00
State Funds - 12,099.00

$80,399.00

State Funds for Const: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
Funds for Maint: Chapter 529, Laws 1939.

RECEIVED
JUL 6 1948
FOR FILING

3019

July 2, 1948

R. G. Hall Co.
Rte. 6, Box 630
Portland
Oregon

A-75(2)

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3019, which was awarded to you on May 28, 1948 by the State Highway Commission, covering the Dry Creek-West Branch Section of the Island City-Summerville County Road, in Union County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
JUN 22 1948
FOR FILING

S-75 (2.2
3011

June 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 14, 1948 on Contract Number 3019, Dry Creek-West Ranch in connection with Federal Aid Project Number S-75 (2).

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:nd

RECEIVED
JUN 14 1948
FOR FILING

375(2)

3047

Salem, Oregon
June 11, 1948

C. H. Armstrong
Engineer, County and City Relations

SHOPS

Dear Mr. Armstrong:

I hand you herewith four executed and one unexecuted copies of agreement with Union County, providing that the county will maintain the Dry Creek-East Hanna Section of the Island City-Summerville Federal Aid Secondary Highway after the construction work has been completed.

A fully executed copy of this agreement has been mailed to the County Court of Union County, and the other executed copy has been retained in this office for the files of the Commission.

Very truly yours

Secretary

ek
encls. 5

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
SEN. R. CHANDLER,
COOS BAY

S-75(2)
+ 3019

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER

June 1, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of an encroachment resolution, which has been adopted by the County Court of Union County, for Federal Aid Project No. S-75 (2), Dry Creek-West Ranch Section of the Island City-Summerville Road.

The county has also signed a maintenance agreement in connection with this project, and signed copies will be forwarded to you as soon as they have been executed by the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

RECEIVED
SEP - 2 1948
FOR FILING

Dec 75-2
3019

May 28, 1948

[illegible]
[illegible]
[illegible]

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for widening, lengthening, and reconstruction of a concrete box culvert on the Ray Creek-Ukiah South Section of the Inland Superhighway Unit in Union County. This award was based on your low bid of $[illegible] submitted on May 26, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,
STATE HIGHWAY COMMISSION

Secretary

cc
Encl.

cc - Mr. R. H. Baldock (3)
Mr. G. Lovin
Mr. H. H. Fuhrer
Mr. H. H. Peterson

Mr. L. A. Wilson, Assistant Commissioner
State Industrial Accident Commission
Building

...s of service desired;
...this message will be
sent as a full rate telegram

FULL RATE TELEGRAM | SERIAL
DAY LETTER | NIGHT LETTER

WESTERN UNION

1930

INTERNATIONAL SERVICE
Check the class of service desired;
otherwise this message will be
sent at the full rate

FULL RATE | DEFERRED
CODE | NIGHT LETTER

JOSEPH L. EGAN, PRESIDENT

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 28, 1948
11:30 a.m.

E. C. Hall Co.
Route 6, Box 630
Portland 1, Oregon

State Highway Commission awarded you today contract for Dry Creek-West Branch Section of the Island City-Summerville County Road, in Union County, based on your low bid submitted May 25, 1948. Contract forms follow shortly.

H. B. Gleasyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Sharpe

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on cancellation request, refund full unused amount paid for copies not previously mailed. (Please address to change without notice.)

RECEIVED
FOR FILING
S-75(2) Dry Hollow
#3019

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

May 28, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In accordance with your letter of May 27, 1948, we hereby concur in award of contract on Oregon Project No. S-75(2), Dry Creek-West Ranch Section, to E. C. Hall Co. of Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 2 1948
FOR FILING

S-75(a)
#3019

May 26, 1948

Memorandum to the State Highway Commission

Attached hereto for your approval are six copies of an agreement with Union County which provides that the county will maintain the Dry Creek-West Branch Section of the Island City-Summerville Federal Aid Secondary Highway after the construction work has been completed.

Bids were received for this project on May 25, 1948, and the contract was awarded to E. G. Hall today.

The agreement has been signed by the County Court and approved by R. H. Baldock, State Highway Engineer.

Secretary

FAQ:dr 6/1/48
Enc.

cc - Mr. Floyd Query

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
S 75(2)

May 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.d E. documents for Oregon Project No. S-75(2), Dry Creek - West Ranch Section of the Island City - Summerville Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Copies of the usual encroachment resolutions by the County Court should be submitted prior to the preparation of the project agreement.

We have added to the note on the title sheet that the bidders' plans will also include culvert drawings No. 8578 and 7877 and suggest you also make the same notation for uniformity.

Fixed

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 6 1948
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING
S 75(2)

April 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Dry Creek-West Ranch Section, Project No. S-75 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encl.

Encl plans by messenger
574/48 Jw

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (2)

[redacted]

[redacted]

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 26, 1948

All Required		Removing Two Bridges		$ 1,000.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
44	lin. ft.	72" Arch Type Corr. Metal Pipe	25.00	1,100.00
60	cu. yds.	Class A Concrete	55.00	3,300.00
8,900	lbs.	Metal Reinforcing	.11	979.00
15,000	cu. yds.	Selected Roadbed Topping	.75	11,250.00
20,000	yd. mi.	Hauling Roadbed Topping	.15	3,000.00
14,000	cu. yds.	1" - 0" Gravel in Base and Shoulders	2.50	35,000.00
700	M-gals.	Sprinkling	3.00	2,100.00
6.96	miles	Preparation of Base	150.00	1,044.00
2,500	cu. yds.	Furnishing and Placing Mineral Aggregates	4.00	10,000.00
200	tons	Furnishing and Placing 151-200 Asphalt	42.00	8,400.00
78	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.00	3,276.00
			Subtotal	$ 80,569.00
			10% Engr. & Cont.	8,056.90
			Total	$ 88,625.90

Length	6.946 miles
Cost per mile, Roadway,	$12,759.27

Federal Aid Secondary Funds-	$ 54,000.00
State Funds-	34,625.90
	$ 88,625.90

DRY CREEK-WEST RANCH SECTION

PROJECT NO. S-75 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 26, 1948

RECEIVED
JAN 27 1948
FOR FILING

S-75 (2)

#3019

January 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 9, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 requesting program change for the West Ranch-Dry Creek Section, Project No. S-75 (2).

The original program provided for grading and surfacing of a 3.6 mile section. However, the grading work is being performed by Union County, together with an additional 3.45 miles of highway.

Accordingly, the program change requested is to delete the grading work from the Federal-aid work and to extend the project to provide surfacing for the entire section being graded by the County.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:gs

Encl.

RECEIVED
DEC 22 1948
FOR FILING

S 25(2)

January 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 requesting program change for the West Ranch-Dry Creek Section, Project No. S-75 (2).

The original program provided for grading and surfacing of a 3.6 mile section. However, the grading work is being performed by Union County, together with an additional 3.45 miles of highway.

Accordingly, the program change requested is to delete the grading work from the Federal-aid work and to extend the project to provide surfacing for the entire section being graded by the County.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 21, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State) | 1948 F. Y. Federal Aid Secondary Highway Program (Previous Program) | May 29, 1947 (Date of Approval)

COUNTY Union

FA or FAS Route No. 481

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	23	S-75(2)	West Ranch (N. end FAS 75-A) to 2.5 mi. W. of Summerville	Survey-Plans					
				Right-of-Way					
				Construction	90,000	54,000	36,000		Gr., Dr., 2-lane intermediate-type surfacing
				Total	90,000	54,000	36,000	3.60	
Requested Revision	23	S-75(2)	West Ranch (N. end FAS 75-A) to 2.0 mi.NW. of Summerville	Survey-Plans					
				Right-of-Way					
				Construction	90,000	54,000	36,000		2 culverts, 2-lane intermediate-type surfacing
				Total	90,000	54,000	36,000	6.95	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Grading and drainage work is being performed by Union County forces. Extension of project is requested to cover entire section of highway to be graded by County forces.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval requested _____ State Highway Engineer 1/21/48

Approved: _____ Acting Commissioner _____ (date)

P-3868

10-4209 (Force) Repair of South Dillard Bridge, Pacific Highway.

2020 1948

RECEIVED
SEP 26 1949
FOR FILING

10-4209

3020

September 23, 1949

Hansen and Haviand, Inc.
Puget Sound Bank Building
Tacoma, Washington

Attention: Mr. A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

Gentlemen:

This is to acknowledge your letter of September 21 concerning Contract 3020 with Harry I. Hamilton for rebuilding the center pier of the South Dillard Bridge over the Umpqua River on the Pacific Highway in Douglas County.

This job was completed on October 1, 1948, and due to an overrite has not yet been accepted by the Commission. This contract, as you may know, started out as an agreement with Mr. Hamilton and then later was assigned a contract number and it was probably in this transition stage that the requirement of handling it as a regular contract was overlooked.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Hansen and Haviand, Inc.
609 Henry Building
Portland, Oregon

G. S. Paxson

...Pres. I. C. ROWLAND, Secy.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

September 21, 1949

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer,
Secretary

Gentlemen:

We have copy of your letter to the Maryland Casualty Company dated September 15, relative to contract no. 3020 which has been completed by the Harry I. Hamilton Co. Your letter states that the contract was completed October 1, 1948, but has not as yet been accepted by the Highway Commission.

It would be very interesting to me to know why an interval of nealy one year has elapsed between the date of the completion of the contract and the present time and still there has been no acceptance by the department.

Hoping you can enlighten us in this respect, we are,

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:ss

RECEIVED

RECEIVED
SEP 14 1949
FOR FILING

10-4209

3 pp

September 15, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3020, covering rebuilding of center pier of the South Dillard Bridge on the Pacific Highway in Douglas County, has been completed by the contractor, Harry I. Hamilton Co., and that final payment in the amount of $450 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $37,928.37, and that no force account work was performed on the project. This contract was completed October 1, 1948 but has not as yet been accepted by the Highway Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Hanson & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon
Attn: E. A. Wride, Manager

Hanson & Rowland, INC.
Tacoma, Wash.

NOTED ON CARD
9-15-49 gR

RECEIVED
FEB 3 1949
FOR FILING

10-4209

3.020

February 2, 1949

Harry I. Hamilton Co.
Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 40 days, from August 22 to October 1, 1948, within which to complete your contract No. 3020 covering repair of the South Hillard Bridge over the Umpqua River on the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: E. D. Lytle,
Division Engineer

G. S. Paxson

NOTED ON CARD
2-3-49 gl

RECEIVED
JAN 21
FOR FILING

10-4209

3020

January 17, 1950

Request for extension of time
No. 19
January 24 and 25 meeting

State Highway Commission

Gentlemen:

Re: Plans Information on Replacement of Main
Piers of South Dillard Bridge,
Contract No. 3020

Herewith copy of a request for an extension of time in the amount of 16 days, from August 22, 1949 to October 1, 1949, to cover the completion of the replacement of the main piers of the South Dillard Bridge on the Pacific Highway in Douglas County, Harry L. Hamilton Company, contractor.

This work was done under a contingent contract executed with the Harry L. Hamilton Company, and the amount of work done and methods of doing the work were under our control at all times. The request in time is not due in any way to any act or omission of the contractor. We would recommend that the extension be granted without penalty to the contractor.

This is a State project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CHP:gm
cc H. E. Glasgow
R. H. Baldock
W. C. Williams
C. S. Powers
V. A. Reeves

RECEIVED
DEC 31 1948
FOR FILING

10-4209

3020

December 30, 1948

Maryland Casualty Co.
Baltimore 3,
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Harry I. Hamilton Co. on contract No. 3020, covering the rebuilding of Center Pier of the South Dillard Bridge over Umpqua River on the Pacific Highway in Douglas County. This payment in the amount of $19,762.45 will be made on or after January 10, 1949. The retained percentage is $450.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Maryland Casualty Co.
Hansen & Moreland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

Maryland Casualty Co.
Hansen & Moreland, Inc.
L.A. Wride, Manager
611 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
12-31-48 GR

IT

RECEIVED
JUL 13 1948
FOR FILING

10-4209

3020

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 9, 1948

SUBJECT:

To:

Mr. I. A. DeFrance
Assistant Maintenance Engineer
Office

L

Dear Sir:

I asked our Resident Engineer, Mr. Ash, to discuss informally with Mr. Hamilton the matter of removing the Bailey bridge and its approaches, and the falsework under the South Dillard Bridge. He estimates that this work will cost approximately $6,500. This is not included in the contract for pier replacement which we have executed with Mr. Hamilton, as at that time it was proposed that the removal of this material be done with our own forces. If you do not feel that our forces are in a position to remove the material, I would suggest that you take the matter up further with Mr. Hamilton.

I also asked Mr. Ash to make an estimate of the amount of material which would be salvaged from the detour bridge and falsework and an estimate of its condition. The attached list is his summary of salvageable material.

Very truly yours,

G. S. Paxson
Bridge Engineer

OSP GM
Attached
cc W. W. Stiffler

NOTED
W. W. STIFFLER

L

LOS ALAMOS
MAY 13 1948
DECLASSIFIED

LUMBER AT THE SOUTH DILLARD BRIDGE

SIZE	LENGTH	NO. PCS.	CONDITION	SALVAGE VALUE	
12 x 12	6'	150	Good	25%	Good blocking or where short piece needed.
12 x 12	18'	95	"	95%	
12 x 12	28'	48	"	95%	
6 x 20	20'	130	"	90%	
4 x 12	24'	112	Fair	90%	
4 x 12	20'	4	Good	90%	
4 x 12	24'	210	Fair	30%	Deck on appr. to Bailey
4 x 12	16'	60	"	30%	" " " " "
3 x 12	20'	120	Good	90%	
3 x 10	32'	38	"	75%	
3 x 10	28'	96	"	75%	
3 x 10	24'	15	"	75%	
3 x 10	20'	18	"	75%	
3 x 10	30'	15	"	75%	
3 x 10	22'	10	"	75%	
3 x 10	18'	6	"	75%	
3 x 10	12'	20	"	75%	
3 x 10	20'	48	Poor	10%	Deck on Bailey
3 x 12 S4S	18'	26	Good	75%	
2 x 12 S4S	20'	40	"	100%	
6 x 8	20'	24	"	100%	
6 x 8	4½'	72	Fair	25%	Not standard handrail posts

In addition from Mr. Hamilton's present contract as listed below

6 x 18	24'	100	Good	90%
4 x 12	20'	200	"	75%
12 x 12	30'	8	"	80%
12 x 12	20'	14	"	100%
3 x 10	28'	16	"	25%
10 x 18	20'	32	"	75%
2 x 12	16'	40	Fair	25%
4 x 10	20'	32	Good	75%
3 x 8	20'	60	Good	75%

TEMPORARY PILING

LENGTH	NO. PCS.	LENGTH	NO. PCS.
6'	25	8'	35
10'	32	12'	10
14'	6	16'	10
20'	20	22'	10
24'	25	30'	46
34'	5	36'	25
38'	30	40'	25

RECEIVED
AUG 11 1948
FOR FILING

File

HEADQUARTERS
Fort Lewis, Washington

AMNLE-PE 823

4 AUG 1948

10-4209

3020

Cross Referenced To:
Adm
US Govt
War Dept.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to your letter of July 30, regarding the purchase of the 160 ft. of DD Bailey Bridge, loaned to the Oregon State Highway for emergency use, we wish to advise that this Headquarters cannot authorize the sale of the equipment.

However, upon the return of the bridge to this station, it will be declared to the Stockton Depot as excess to the needs of this installation, and disposition instructions requested.

In view of the above, we are forwarding your letter to the Commanding Officer, Stockton General Depot, Stockton, California, for whatever assistance he may be able to give you.

Very truly yours,

M. Fmochau

M F MOCHAU
Lt Col A G D
Adjutant

Copy to De France

RECEIVED
AUG 9 1948
ATOMIC ENERGY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
JUL 8 1948
FOR FILING

July 30, 1948

Lt. Colonel W. F. Kochan, AGD
Adjutant, Headquarters Fort Lewis
Fort Lewis, Washington

Attention: Engineer Troop Supply Officer

Dear Sir:

In January, 1948, the Army loaned the Oregon State Highway Commission 150 lineal feet of DD Bailey Bridge for an emergency existing on the Pacific Highway twelve miles south of Roseburg.

Repairs are progressing at this point so that the emergency need of the borrowed bridge will be over in two or three months. The use of this bridge has been a great convenience and has demonstrated to us the value of this type of emergency equipment.

We are greatly desirous of procuring and holding in reserve such equipment for possible future emergencies. Would it be possible for us to purchase this bridge or one similar to it for this purpose. We understand some of this type of bridge has been declared surplus and been made available to governmental units. Your kind attention to this matter will be greatly appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS
KAD/hm
cc K. A. DeFrance
G. T. Parson

RECEIVED
AUG 16 1948
FOR FILING.

10-4207

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1948

SUBJECT: Riprap for South Dillard Bridge Pier

To: Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

It will not be very long until the concrete work on the replacement of the pier at South Dillard is complete. We should be ready to put in riprap around these piers as soon as we can clear away the equipment used in replacing the concrete. As I understood it, you are to locate a suitable quarry and make arrangements for getting the riprap rock to the site. This rock should be quite large. I do not believe anything less than a quarter of a cubic yard should be used. The rock should be sufficiently hard to withstand abrasion of the current.

The riprap should come up at least five feet above the original stream bed, which is at elevation 500, and should come out on a slope of approximately two to one. We want to riprap both shafts of the pier and carry the riprap continuously between two shafts.

Yours very truly,

G. S. Paxson
Bridge Engineer

GSP BD

cc K. H. Ash
K. H. Baldock

Z 10-4207

3.a.2.e

RECEIVED
JAN 4 1949
FOR FILING

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of May, 1948, by and between the State of Oregon, by and through its State Highway Commission, hereinafter referred to as "State", and Harry I. Hamilton Company, a partnership, consisting of Harry I. Hamilton and Harry Thomas, of Eugene, Oregon, hereinafter referred to as "Contractor",

WITNESSETH:

RECITALS.

1. The South Dillard Bridge over the Umpqua River on the Pacific Highway in Douglas County was seriously damaged as a result of floods and the action of elements on or about January 5, 1948. The bridge, in its present condition, can not be used for traffic on the Pacific Highway, but the State has provided an emergency or detour bridge immediately upstream. State desires, as soon as practicable, to recondition said structure, and make it available for traffic upon the Pacific Highway.

2. Contractor is engaged in bridge construction work, and has constructed bridges for State under contract and competitive bidding. Contractor has examined the South Dillard Bridge in its present condition, and has familiarized himself with the conditions under which the main stream pier must be replaced, and is willing to undertake the work as hereinafter provided.

3. The State Highway Commission is of the opinion, and hereby finds an emergency exists, and the best public interest would be served in restoring the Dillard Bridge to a condition suitable for the handling of heavy traffic of the Pacific Highway at the earliest possible date.

NOW, THEREFORE, the premises being generally as stated in the foregoing recitals, it is hereby agreed between State and Contractor, as follows:

1. WORK TO BE DONE: Contractor shall replace and repair the main stream pier of the South Dillard Bridge at Mile Point 211.53 on the Pacific Highway in Douglas County (Bridge No. 2556). Contractor shall do all work and furnish all material, except such material as is specifically noted herein as being provided by State, necessary to replace the upstream pier shaft and reinforce the remainder of the pier.

Without limiting the foregoing, the work to be performed is as follows:

(a) Place the necessary falsework to support the equipment.

(b) Place the cofferdams needed to unwater the pier footings.

(c) Remove the existing upstream pier shaft and footing and the web wall between the shafts.

(d) Excavate below the existing stream bed until, in the judgment of the State Highway Engineer, a safe foundation is provided.

(e) Replace the upstream pier shaft and footing and the web wall in accordance with the plans to be furnished by the State.

(f) Reinforce the downstream pier shaft footing, as directed by the State Highway Engineer and in accordance with plans to be furnished by the State, after the downstream footing is unwatered and a detailed inspection by the State has been made.

(g) Remove and salvage the falsework, cofferdam, and other temporary installations placed under this contract.

2. INSURANCE AND BOND:

(a) Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience and delay that may be caused by, or that may result from the carrying out of the work to be done under this contract. Contractor shall indemnify and save harmless State, the State Highway Commission, its officers and employees from all suits or actions brought for or on account of any damage, injury, loss, expense, inconvenience or delay sustained by any person, or persons, resulting from the carrying out of the work to be done under this contract.

(b) Contractor shall carry public liability and property damage insurance in a corporation licensed in the State of Oregon in amounts not less than 50,000/100,000/50,000 with the State, the State Highway Commission and its officers and employees as co-assureds.

(c) Contractor shall promptly make payment for labor, material, supplies and provisions at such times as they become due and payable to all persons supplying the Contractor with labor, materials, supplies or provisions for the prosecution of the work provided for in this contract.

(d) To guarantee the payment for labor, materials, supplies and provisions supplied to the Contractor, Contractor shall furnish a surety bond of a corporation licensed to transact such business in the State of Oregon. Said bond shall be in the penal sum of $40,000.00.

(c) Contractor shall accept coverage by the Workmens' Compensation Act of the State of Oregon, and shall carry on his work under the provisions of that law.

3. MATERIAL FURNISHED BY STATE:

(a) State will furnish steel sheet piling for the cofferdam by rail delivery at Dillard. Contractor will be required to transport the steel to the site of the work.

(b) State now has a small stock of lumber and timber piles at the site. Contractor shall use this material before purchasing other material.

4. CONDITIONS EXISTING AT THE SITE:

Contractor recognizes that State has entered into an agreement with Joseph Holt, of Seattle, Washington, for the straightening of the steel members of the bridge, and has, with its own forces, raised the steel superstructure and supported it on falsework, so that no load is on the upstream shaft. State has placed falsework under the downstream truss so that the load can be taken off the downstream shaft if it becomes necessary.

5. TIME OF PERFORMANCE:

Contractor shall commence work as soon after June 1, 1948, as directed by the State Highway Engineer, and shall complete the work not later than ninety (90) days after commencing the work. Contractor agrees to diligently prosecute the work so that the work can be completed at the earliest practicable date.

6. PAYMENT TO CONTRACTOR:

For the performance of the work, including furnishing of materials as hereinbefore provided, Contractor shall be paid the cost of labor and materials plus a fixed fee as hereinafter provided.

(a) Upon the completion of the work in a workmanlike manner, and in the manner approved by the State Highway Engineer, Contractor shall be paid a fixed fee of $6,000.00. The fixed fee shall cover Contractor's profit, overhead, his personal supervision, an option for the use of all equipment owned by the Contractor and needed for the work, the furnishing and the use of small tools and such other miscellaneous costs as are not otherwise specifically hereinafter provided for.

(b) Contractor shall be paid his cost of labor, including the wages or salary of a full-time foreman to be maintained at the site. In the cost of labor shall be included amounts paid by Contractor on account of Social Security, Unemployment Insurance and Industrial Accident Insurance.

(c) Contractor shall be paid for the cost of the surety bond herein provided for, and also the cost of public liability and property damage insurance attributable to the work herein required. The cost of such insurance shall be determined by multiplying the base rate for such insurance by the payroll for the work performed hereunder.

(d) Contractor will be paid for the cost of labor for the

work performed on Saturdays at a rate not in excess of one and one-half times the regular rates paid for labor.

(e) The cost of materials shall mean the prices billed to the Contractor less all discounts, and shall include freight and express charges.

(f) Contractor shall be paid rental upon all power-driven equipment, based upon the following schedule:

	Rate per Month
1. One-half yard Diesel-powered shovel, equipped with boom	$575.00
2. 105-cu. ft. air compresser	155.00
3. One pavement breaker with bits	41.00
4. One jack hammer with bits	45.00
5. Air hose, per 50-foot length	6.60
6. Two four-inch pumps, each	89.00
7. Suction hose, each	6.30
8. One cutting torch, hose and connections	15.00
9. One 1½-ton flat-bed truck	180.50
10. One ½-ton pickup truck	70.00

On any additional equipment needed for the work, Contractor shall be paid in accordance with the established schedule of the Portland Chapter of the Associated General Contractors. All equipment is to be furnished fully equipped and in working order. Contractor shall make all repairs to equipment at his own expense. Payment for fractional months shall be at scheduled rates, and prorated to the number of calendar days the equipment is on the job. All hand tools

shall be considered as small tools furnished by the Contractor under the fixed fee.

(g) State shall make partial payments to Contractor monthly, subject to State auditing and accounting procedures for material, labor, equipment rental, and other payments exclusive of the fixed fee, supplied or performed prior to the weekend nearest the end of the calendar month.

7. PERSONAL SUPERVISION:

State has entered into this contract upon the representation that Harry Hamilton, one of the partners, will personally supervise the work performed hereunder. Contractor therefore agrees that except for sickness or circumstances beyond his control, said Harry I. Hamilton will be personally present during the progress of the work not less than fifty per cent of the time the work is in actual progress.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this the day and year first above written.

ATTEST:

/s/ H. E. Gleiover
Secretary

APPROVED:

State Highway Engineer

APPROVED:

/s/ J. H. Devers
Chief Counsel

STATE OF OREGON, by and through its State Highway Commission

/s/ By T. H. Banfield
Chairman

/s/ By A. M. Schaupp
Commissioner

/s/ By Ben R. Chandler
Commissioner

State

HARRY I. HAMILTON COMPANY, a partnership

By Harry I Thomas

By

Contractor

GMH:FRC
5/14/48

RECEIVED
JUN 11 1948
FOR FILING

10-4209

3020

Cross Referenced To
Cdw
US Grnt
War Dept

June 3, 1948

Harry I. Hamilton Company
Box 726
Eugene, Oregon

Gentlemen:

I enclose herewith, for your record and files, a fully executed copy of agreement between the State Highway Commission and your Company, covering repair of the Smith Dillard Bridge over the Umpqua River on Pacific Highway, in Douglas County.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

RECEIVED
AUG 11 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

10-4209
3020

June 7, 1948

COPY

Cross Referenced To:
adm
U.S. Gov't
War Dept

The Post Engineer
Fort Lewis, Washington

Dear Sir:

Under date of May 28, Major Lowe requested information on the bridge locations and capacities on the Oregon state highway system. By parcel post I am sending you information which, I believe, will fill your needs.

I am sending two volumes, one being the list of bridges showing their location by mile number and type and length of structure for the Primary Highway System, and the other volume being the same information on the Secondary Highway System. In both of these volumes is a small map of the Oregon highway system which shows the number of the highways in circles along the various highways. By referring to this number and then to the list of bridges under that highway, I believe you will be able to locate any structure or route that you desire.

In most cases, the capacities of the bridges are shown in the column headed "Load Rate." This shows their loading in terms of the H loading of the American Association of State Highway Officials. For those structures which do not have this rating, it can be assumed that they are H-15 or better.

In the logs are also shown the horizontal and vertical clearances. Where no vertical clearance is shown, it can be assumed that there is no overhead obstruction. I am also sending two blueprinted lists of bridges showing vertical clearance restrictions. These are listed by highways with the same numbering system as shown in the bridge logs.

I am also sending two copies of a map of the state highway system showing the location of all structures which have vertical and horizontal clearance restrictions or which have been posted for reduced loads. The vertical clearances are given for the middle 8 feet of the structure and for points 8 feet from center line on each side, which will show the minimum vertical clearance over a 16-foot width.

I am also attaching a copy of a map showing the state highway system with the division and district boundaries marked. The State is divided into five divisions, with headquarters at Portland, Salem, Roseburg, Bend and LaGrande, and into 17 maintenance districts with headquarters as shown on the map.

NOTED
W. W. STAFFLER

I am also attaching a map showing the bridges in the Portland area with their vertical and horizontal clearances. There are no bridges on the state highway system in this area which have been posted for loads less than the legal maximum in Oregon.

If there is other information which you require, please do not hesitate to call on us.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

NOTED
W. W. STAFFLER

HEADQUARTERS SIXTH ARMY
PRESIDIO OF SAN FRANCISCO, CALIFORNIA

10 JUN1948

In Reply Refer to
AMENG-S 400.33

Mr. R. H. Baldock
Chief Engineer
Oregon Department of Highways
Salem, Oregon

Dear Mr. Baldock:

With reference to your letter of 28 May 1948, the Commanding General directs me to inform you that the extension of the loan of certain Bailey bridge components to the Oregon Department of Highways is authorized for a period of ninety (90) days from date of this correspondence.

In this connection, it is requested that all Bailey bridge components be returned to the Engineer Supply Officer, Fort Lewis, Washington, when released by your Department.

Sincerely yours,

W. G. SCHOFIELD
Captain, AGD
Asst. Adjutant General

Copy to
Paxson
2 copies to DeFrance.

RECEIVED
JUN 21 1948
OREGON
STATE HIGHWAY COMMISSION

HEADQUARTERS
Fort Lewis, Washington

AMNLE-PE 823

28 MAY 1948

Mr. R. H. Baldock
Chief Engineer
Oregon Department of Highways
Salem, Oregon

Dear Mr. Baldock:

This will acknowledge receipt of your letter of 26 May 48, regarding extension of time for the loan of the Bailey Bridge now on Memorandum Receipt to your office. In conformance with Army Regulations, the letter will be forwarded to the Commanding General, Sixth Army, Presidio of San Francisco, California, for their approval.

This headquarters is engaged in gathering pertinent information and data in conjunction with a Disaster Relief Plan for the Pacific Northwest of which one of the requirements is a master plan of highway and city maps to show roads, bridge capacities, restricted structures, maintenance stations, etc. The state of Washington has furnished this headquarters with a state highway map on which the bridge capacities have been indicated, as well as two (2) lists of bridges. One list includes a complete listing of restricted bridges and the other includes a complete list of bridges by location, type, length and capacity. If such material is available at your office, regardless of form, it would be appreciated if a copy could be forwarded to the Post Engineer at this station, for completion of the highway requirements insofar as the state of Oregon is concerned, to implement present logistics now on hand.

Very truly yours,

F. D. LOWE
Maj. AGD
Asst. Adjutant

copy to Paxson

REFER... TO
Stadden
By State Engineer
see Paxson + prepare
answer Paxson Hill do

RECEIVED
JUN 1 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STAFFLER

RECEIVED
MAY 28 1948
FOR FILING
10-429
3020
#2575

Cross Referenced to
Adm
US Govt
War Dept.

May 26, 1948

So. Dillard Br.

The Commanding General
Sixth Army
Fort Lewis, Washington

Attention: Army Engineer

Dear Sir:

We are in receipt of a letter from Captain Charles Riche, Assistant Adjutant, inquiring as to the Bailey Bridge components which you so kindly loaned us last winter. This Bailey Bridge is in service carrying U.S. 99 Highway traffic ten miles south of Roseburg. The Highway bridge at this point failed during the flood by undermining the center pier. The necessary repairs include the replacement of this pier. This replacement requires steel sheet piles for a cofferdam.

Immediately after the flood, we placed an order for the piles, but due to the steel shortage, lack of coal, and other causes, shipment was not made from the mill until today. We expect delivery on June 10, and arrangements are made to immediately start work on the pier replacement. We estimate that the pier can be completed and the Bailey released by approximately September 1.

The use of your Bailey Bridge has enabled us to reopen this vital highway with a minimum of delay. It would cause considerable delay and inconvenience to traffic to release it before the new pier is complete. We earnestly request an extension of the loan until the pier is complete, approximately September 1.

Please let me express my appreciation of the assistance you have already given in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP GM
cc Captain Charles Riche
W. W. Stiffler
G. S. Paxson

ASSIG[illegible]f No. 237

DESCRIPTION: Ltr from Hq. Fort Lewis re return of borrowed Bailey Bridge, dated 18 May 1948.

DATE: May 24, 1948 ASSIGNED TO: G. S. PAXSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature of Mr. Baldock
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: May 26, 1948 a.w.

REMARKS:

HEADQUARTERS
Fort Lewis, Washington

AMNLE-PE 823

18 MAY 1948

Mr. R. H. Baldock
Chief Engineer
Oregon Department of Highways
Salem, Oregon

Dear Mr. Baldock:

Reference is made to Bailey Bridge components that are on loan to your department for the emergency bridge replacement in the vicinity of Roseburg, Oregon.

Headquarters Sixth Army in authorizing loan of the Bridge indicated a ninety (90) day loan basis. Information is requested relative to probable date of return of items. If items are still required, it is requested that you communicate with the Commanding General, Sixth Army, Attn: Army Engineer, indicating your requirements for additional time needed.

It is further requested that a copy of the communication be forwarded this office.

Very truly yours,

CHARLES H. RICHE
Capt CMP
Asst Adjutant

Sept. 1st

cc: Sixth Army Engineer

RECEIVED
MAY 24 1948
OREGON STATE HIGHWAY COMMISSION
ENGINEER'S DEPARTMENT

RECEIVED
MAY 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

10-4209

3029

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1948

SUBJECT:

To:

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith a copy of a letter which I have written to Mr. Devers outlining the subject matter for the agreement with Harry I. Hamilton for the replacement of the pier at the South Dillard Bridge.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

FORM E 20X 1M6 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1948

SUBJECT:
South Umpqua River Bridge No. 2556

To Mr. J. H. Devers
Chief Counsel
State Highway Department
O f f i c e

Dear Sir:

We are entering into a cost-plus-fixed-fee contract with The Harry I. Hamilton Company of Eugene to replace the main stream pier of the South Umpqua River Bridge at Milepost 211.53 on the Pacific Highway in Douglas County (Bridge No. 2556). This pier was undermined and the upstream shaft settled during the flood of January 5, 1948. The State, with its own forces, has raised the steel superstructure and supported it on falsework so that no load is on the upstream shaft. Falsework has been placed under the downstream truss so that the load can be taken off the downstream shaft of this pier if it becomes necessary. The State will make all repairs to the superstructure through other arrangements. The work to be done under this contract is confined to the replacement and repair of the pier and to such other work as is incidental thereto.

Work To Be Done

The contractor, who has examined the site and familiarized himself with the conditions under which the work is to be done, is to do all work and furnish all material, except such material as is specifically noted herein to be furnished by the State, necessary to replace the upstream pier shaft and repair and reinforce the remainder of the pier. In general this work is as follows:

1. Place the necessary falsework to support the equipment.

2. Place the cofferdams needed to unwater the pier footings.

3. Remove the existing upstream pier shaft and footing and the web wall between the shafts.

4. Excavate below the existing stream bed until, in the judgement of the engineer, a safe foundation is provided.

5. Replace the upstream pier shaft and footing and the web wall in accordance with the plans furnished by the State.

6. Reinforce the downstream pier shaft footing, as directed by the engineer and in accordance with plans furnished by the State, after the downstream footing is unwatered and a detailed inspection made.

7. Remove and salvage the falsework, cofferdam, and other temporary installations placed under this contract.

Insurance and Bond

The contractor is to carry Public Liability and Property Damage Insurance in an amount of $200,000 which shall be specifically endorsed to protect the State from any claims arising from the work to be done by the contractor. The contractor shall carry workmen's compensation with the State Industrial Accident Commission. The contractor shall furnish a bond in the amount of $40,000 guaranteeing the payment of all bills for labor, material, or other costs incurred in connection with the work.

Payment to the Contractor

The contractor shall be paid a fixed fee of $6,000 which shall cover his profit, overhead, his personal supervision, an option for the use of all equipment needed for the work, the furnishing and use of small tools, and such other miscellaneous costs as are not otherwise provided for hereinbelow. This fixed fee will be paid the contractor upon completion of the work provided for hereinabove.

The contractor shall be paid his entire labor cost including the wages of a full-time foreman. The labor cost shall also include the amounts paid by the contractor for Social Security and Unemployment Insurance and for Industrial Accident Insurance. The contractor shall also be paid the percentage of the pay rolls actually paid by him for personal liability and property damage insurance.

The contractor will be permitted to work Saturdays at a labor rate of 1½ times the regular rate paid in accordance with his agreement with labor unions involved.

The contractor shall also be paid the premium actually paid by him for the bond required.

The contractor shall be paid rental on all power-driven equipment. These rentals are to be on the following schedule:

	Rate per Month
1. One-half yard Diesel-powered shovel, equipped with boom	$575.00
2. 105-cu. ft. air compressor	155.00
3. One pavement breaker with bits	41.00

	Rate per Month
4. One jack hammer with bits	$ 45.00
5. Air hose, per 50-foot length	6.60
6. Two four-inch pumps, each	89.00
7. Suction hose, each	6.30
8. One cutting torch, hose and connections	15.00
9. One 1½-ton flat-bed truck	180.00
10. One ½-ton pickup truck	70.00

Rentals in accordance with the established schedules of the Portland Chapter of the Associated General Contractors shall be paid on any additional power-driven equipment needed for the work.

The equipment listed above is to be furnished fully equipped and in working order. The contractor is to make all repairs at his own expense. Payment for fractional months are to be at scheduled rates prorated to the number of calendar days the equipment is on the job.

For the purposes of this contract, equipment for which rental is paid shall be power driven. All hand tools shall be considered as small tools furnished by the contractor under the fixed fee paid him.

The payment to the contractor shall be based on his actual net costs and shall not include any allowance for his overhead or handling, which costs are included in the fixed fee.

Payments to the contractor for material and supplies, labor, equipment rental, and other payments exclusive of the fixed fee will be made monthly on such costs incurred prior to the week end nearest the end of the calendar month.

Material Furnished by the State

The State will furnish steel sheet piling for the cofferdam by rail delivery at Dillard. This piling is promised for delivery by June 10. The State has a small stock of lumber and timber piles at the site that the contractor will be required to use before purchasing other material.

Work under this contract is to begin about June 1 and should be finished by August 31, 1948.

It is requested that you prepare a contract for execution by The Harry I. Hamilton Co. and the Highway Commission.

Very truly yours,

O. S. Paxson
Bridge Engineer

GSP GM

RECEIVED
MAY 19
FOR FILING

AGENDA
APR 19 1948
NO. 1-3

10-4209
3020

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1948

SUBJECT: Umpqua River Bridge
South of Dillard

To:
Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

We had intended to replace the pier which undermined using our own bridge maintenance crews to do the work. We have now lost two of these crews and no longer have enough properly skilled men to do the work. We are therefore proposing that we enter into a cost-plus-fixed-fee contract for this replacement. This is not a job that lends itself to unit price or lump sum contracting. We cannot tell how much work will be necessary until the cofferdams are placed and unwatered. The placing of these cofferdams is a major part of the total job.

It is of vital importance that we have a contractor on the job who is properly equipped, who has had experience with underwater foundations, and who has shown a desire to cooperate fully with us in previous jobs. There are two contractors who have headquarters in that part of the State and who are now working reasonably close to Roseburg. I am referring to Harry I. Hamilton, who is building the Little River Bridge at Glide for us and who is also doing a great deal of cost-plus work for the telephone company, and of Tom Lillebo at Reedsport, who is working for Douglas County on the Loon Lake Bridge and is just completing the fender piling at Reedsport. Both of these men have worked for the State on numerous jobs, and we have found them to be very cooperative.

We have estimated the cost of the work as nearly as we can without an opportunity to inspect the damage after the cofferdam is in place. We believe that $40,000 will cover the replacement of the pier.

We have ordered sheet piling, which will be delivered in May and which we will furnish for the job. The work of placing the sheet piling and unwatering the cofferdams cannot start until after the scheduled May meeting of the Highway Commission, at which time we can have a contract ready for their consideration. You may, however, wish to discuss this matter with them at this meeting, so that we at least have their tentative approval of the procedure.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

RECEIVED
FEB 16 1948
FOR FILING

10-4209

3025

Date Received ?
Adm
U.S. Gov't.
War Department

February 11, 1948

Lt. Colonel H. F. Mochon, AGD
Adjutant, Headquarters Fort Lewis
Fort Lewis, Washington

Attention Engineer Troop Supply Officer

Dear Sir:

Enclosed herewith is the original copy of an itemized list of all parts comprising 150 lineal feet of M2 Bailey Bridge which the Army loaned the State Highway Commission for an emergency existing on the Pacific Highway twelve miles south of Roseburg.

The itemized list has been receipted for by Mr. R. H. Baldock, Chief Engineer for the State Highway Commission.

You will be notified at least one week in advance of the return of these materials, in order that necessary arrangements can be made for unloading the same.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Chiffler
Assistant State Highway Engineer

WWC:ew
Encl.
cc L. A. DeFrance
G. S. Pearson

SIGN AS INDICATED (✓) AND RETURN TO:

Engineer Property Officer (Troop)
Ft. Lewis, Washington.

FORM E-20 2M 8-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1948

SUBJECT: Itemized List of Bailey Bridge

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

Dear Sir:

The Bailey Bridge components as itemized on the attached list are as received and ~~therefore~~ may be acknowledged.
receipt -

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm

Encl.

NOTED
W. W. STIFFLER

HEADQUARTERS
Fort Lewis, Washington

AMSLE-PE 312.1

JAN 1? 1948

Mr. R. H. Baldock
Oregon Department of Highways
Salem, Oregon

Dear Mr. Baldock:

Inclosed herewith necessary property documents covering the loan of Bailey Bridge components as itemized.

It is requested that you sign the original copy where indicated and return to this headquarters, attention Engineer Troop Supply Officer, retaining the second copy for your file.

It is further requested that you notify this headquarters, at least one week in advance, of the return of this equipment in order that necessary arrangements can be made for unloading equipment and storage space.

Sincerely yours,

M. F. McCHAN
Lt. Colonel, AGD
Adjutant

2 Incls:
1. Issue Slip C-1583-48M70 12 Jan 48 (dup)
2. TWX 9 Jan 48, AMENG-S 0118

RECEIVED
JAN 19 1948
OREGON
STATE HIGHWAY COMMISSION

HEADQUARTERS
Fort Lewis, Washington

AMELE-PE 312.1

Mr. R. H. Baldock
Oregon Department of Highways
Salem, Oregon

Dear Mr. Baldock:

Inclosed herewith necessary property documents covering the loan of Bailey Bridge components as itemized.

It is requested that you sign the original copy where indicated and return to this headquarters, attention Engineer Troop Supply Officer, retaining the second copy for your file.

It is further requested that you notify this headquarters, at least one week in advance, of the return of this equipment in order that necessary arrangements can be made for unloading equipment and storage space.

Sincerely yours,

2 Incls:
1. Issue Slip 6-1563-43870 12 Jan 46 (dup)
2. TWX 9 Jan 46, [illegible] Ollis

M. F. MECHAM
Lt. Colonel, AGD
Adjutant

NOTED
W. W. STAFFLER

89 JAN 21

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PRIORITY

FM USPC 21B/EHAB #900252"/ HQ SIXTH ARMY PRESIDIO OF SFRAN CALIF

TO UWKFCC FT LEWIS WASH

INFO BWKBO/ FORT WORDEN WASH

WB GRNC

REQUEST YOU MAKE AVAILABLE TO OREGON STATE HIWAY COMMISSION 1ea FT
BAILY BRIDGING DD ON LOAN BASIS FOR PERIOD 90 DAYS PD HR BALDUCK
CHIEF ENGR ABOVE COMMISSION ADVISES THAT POST ENGR SUPPLY HAS ABOVE
AMOUNT BRIDGING ON HAND PD OREGON WILL FURNISH TRUCKS TO TRANSPORT
FROM YOUR STATION AND RETURN PD IN EVENT ALL COMPONENT PARTS ARE NOT
RPT NOT AVAILABLE AT POST ENGR SUPPLY OBTAIN BY WITHDRAWAL FROM TROOP
UNITS INCLUDING 2D ENGR SPEC [redacted] FT WORDEN FOR AMEND-S [redacted] ONE
ONE EIGHT

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CTS 166 90 2B

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8988462

Encl 2

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FOR FILING

10-4207

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Salem, Oregon
February 4, 1948

Mr. E. A. Collier
Maintenance Engineer

Mr. G. S. Paxson
Bridge Engineer

At the last Commission meeting, February 3, while considering a report on storm damage to Oregon highways as the result of rains January 1 to 7, 1948, including the South Umpqua River bridge on U.S. 99, twelve miles south of Roseburg, the Commission requested that they be advised when the cofferdam for the center pier is completed to the point where we are able to pump out the water for an inspection, as they desire to make a personal inspection of the foundation.

W. W. Staffeldt

WWS:MF
cc R. H. Baldock
I. A. DeFrance

NOTED
W. W. STAFFELDT

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FEB 9 1948
FOR FILING

10-4209

3022

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1948

SUBJECT: Dillard Temporary Bridge

To:

Memo Regarding Dillard Temporary Bridge

L

County Road Detour - 18.80 miles { 5.5 So. Bound Roberts Mtn. / 13.3 No. " Clark Branch } Co. Roads

Temporary Bailey Bridge and Approaches -

North Approach	96'	249' Pile Trestle
Bailey Bridge twin	120'	
South Approach	153'	
Total length	369'	

Lumber - 143,400 M FBM @ approximately $65.00

Piling - 4723 lin. ft. @ approximately 31¢

North Approach	36 piling
South Approach	44 piling (Frame abutment bent)
Across River	15 piling (salvaged)

Highway Closed - 1 a.m. January 7, 1948
Opened - 2 a.m. January 22, 1948

Sat. Jan. 30, Steel Sheet Piling Ordered from Columbia Steel Corp $500.00 for Spr. delivery

R. A. DeFrance

IAD/bm

all other Co's specify 10 Mo. Delivery

RECEIVED
U. S.
FOR FILING
10-4-07
Pet. 20

1:15 PM January 30, 1940

REPORTED BY MR. STIFFLER THAT BILLARD BRIDGE IS OPEN TO TWO-WAY TRAFFIC WITH NO RESTRICTIONS.

lmg

Collier Glaisyer DeFrance Travel Davies

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JUL 21 19
FOR FILING

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2224

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1948

SUBJECT:

To: Mr. W. W. Stiffler
Office

Dear Sir:

The following is an approximate statement of the cost of erecting the Bailey bridge and constructing trestle approaches at Dillard and of detouring traffic over county roads to January 24, 1948:

County road detour -

Surfacing	$ 5,500	
County bridge repairs	688	
Flagging and pilot car	2,812	
Total		$ 9,000

Temporary Bailey bridge and approaches -

Contract for driving, etc.	$16,595	
State bridge crew, labor	7,070	
Piling	1,300	
Lumber	9,300	
Signing, floodlights and flagging	973	
Abutment fills	529	
Hauling Bailey bridge	1,300	
Engineering (cutoffs, etc.)	433	
Total		37,500
Total for detour and temporary bridge		$46,500

In addition to the above $555 was expended for piling, lumber and floodlights that will be used in constructing the falsework under the steel bridge.

Very truly yours,

IAD:hi

I. A. DeFrance

RECEIVED
JAN 30 1946
FOR FILING

104207
2

Action
Letters
Comm

January 28, 1946

Oregon State Highway Commission

Gentlemen:

The following report covers damage to the Oregon state highway system resulting from the intensive, continued rains between January [illegible] and January 7, 1946 and the resulting floods affecting all major streams west of the Cascade Range.

The attached itemized statement shows the estimated cost of damage segregated by types which, including the South Umpqua River bridge on U899 twelve miles south of Roseburg, amounts to $274,635.

Of the above damage, there was included in our 1946 budget itemized work orders which anticipated a portion of the above-mentioned damage in the amount of $74,090. The balance of the estimated cost, $200,745, can be provided for by the "contingencies" item in the entire gang maintenance budget in the amount of $301,748.

Of the total estimated damage in the amount of $274,835, approximately $120,000 is the total estimated cost resulting from the damage to the South Umpqua River bridge, accounted for as follows: $10,000 was expended for traffic control and the maintenance and upkeep of the two-way detour over Roberts Mountain from January 6 to January 20 while the detour bridge was being constructed. It was necessary to add considerable gravel to the county road to continue light traffic moving over these detours. The detour bridge, the major portion of which was constructed by Sam Boerboom, contractor, who was engaged January 11, 1946 on a cost plus basis to drive the pile trestle detour bridge across the river upstream from the damaged bridge. With the Secretary's copy of this report, I am enclosing for your approval one copy of the above-mentioned contract executed by Sam Boerboom as contractor. The erection of the Bailey bridge borrowed from the Army at Fort Lewis was handled by state forces, who also completed the trestle approach spans, for a total estimated cost of $30,000.

At the present time we are unable to make an intelligent estimate of the cost for the permanent repairs to the steel bridge, but the

work was estimated by Mr. Pearson, the Bridge Engineer, at $60,000, making a total of $130,000 resulting from this damage. Photographs are enclosed showing damage to the steel span and the progress and details of the Coburg bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
WWS:hi

ESTIMATED COST OF STORM DAMAGE
TO PRIMARY AND SECONDARY HIGHWAYS, JANUARY 1 - 8, 1948

DISTRICT	Slides	ROADBED	CULVERTS & CHANNELS	BRIDGES	TRAFFIC CONTROL	TOTAL DAMAGE	Ex Gang Maint SIMILAR BUDGET ITEMS
1-A	$ 3,050	$ 900	$ 300	$ 300	$ 850	$ 5,200	$ 1,500
1-B	3,000	6,000	1,000	5,000	1,000	16,000	8,500
DIV. 1	$ 6,050	$ 6,900	$1,100	$ 5,300	$ 1,850	$ 21,200	$10,000
2-A	-	-	-	-	-	-	-
2-B	2,600	890	225	595	515	4,765	2,040
2-C	-	7,704	-	600	3,446	11,750	-
DIV. 2	$ 2,600	$ 8,534	$ 225	$ 1,195	$ 3,961	$ 16,515	$ 2,040
3-A	5,000	21,000	2,400	300	4,600	33,300	9,000
3-B	8,600	10,550	1,380	250	540	21,320	17,250
3-C	13,000	6,500	2,000	2,000	500	24,000	26,800
3-D	4,100	8,600	2,000	126,100	12,300	153,100	11,000
DIV. 3	$30,700	$46,650	$7,780	$128,650	$17,940	$231,720	$61,250
4-A	2,250	1,650	1,500	-	-	5,400	-
DIV. 4	$ 2,250	$ 1,650	$1,500	$ -	$ -	$ 5,400	$ -
TOTAL DAMAGE	$41,600	$63,734	$10,605	$135,145	$23,751	$274,835	$ -

Less items in 1948 budget estimated for this damage	$ 76,090	76,090
Not to be covered by Contingency items	198,745	
Extra Gang Maintenance Contingencies in Budget	201,748	
Plus General Maintenance Contingencies in Budget	100,000	

EAC:CHA:lmg
1/26/48

RECEIVED
FOR FILING

10-4209

3000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1948

SUBJECT: Costs on Dillard Bridge

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

Dear Sir:

Mr. Lytle phoned at 3:00 P.M. costs on Dillard Bridge are as follows:

Detour - Maintenance - and flagging - - $ 13,000.00

Temporary Bridge - - - - - - - - - - - - 33,000.00.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH

NOTED
W. W. STIFFLER

RECEIVED
JUL 21 1948
FOR FILING
10-4207
3020

Jan. 10, 1948

Mr. Ben Dearmon, Contractor
Roseburg,
Oregon

Re: Bridge work at M. P. 211,
Pacific Highway, in
Douglas County

Dear Sir:

By reason of the emergency flood conditions, the State Highway Commission's span at the above-mentioned point has been seriously damaged and in order to accommodate traffic on the Pacific Highway it is necessary to erect a temporary bridge structure immediately upstream from this site.

It is proposed to drive a pile trestle approach from each side and to span the channel between these approaches with a Bailey Bridge. The Bailey Bridge will be procured from the Army as soon as possible.

It is proposed that you undertake on account of the State the furnishing of all labor and equipment necessary for the driving of the piles and the placing of the superstructure thereon, and that you be paid therefor your actual reasonable cost of labor and all reasonable miscellaneous expenses, and in addition, ten percent of such expenses.

That you furnish for use on this job, the following equipment:

Pile driver complete
Truck mounted power crane
Air compressor and air tools
All miscellaneous small tools and other minor equipment necessary to expedite the work

For the use of this equipment you will be paid at the rate of $195.00 for each eight hour shift, or in case two shifts are worked per day, the rate will be $340.00 for the two shifts. These rental rates include all repairs, fuel, oil or other supplies incidental to the operation of the equipment.

In addition to the rentals as set forth above, you will be paid the sum of $500.00 as complete compensation for moving all equipment to the job, setting up the equipment, dismantling the equipment at the completion of the job, and moving back to your storage yard.

STATE OF OREGON

#2
#3

If this proposal is accepted, you shall cover each and all of your employees under the terms of the Workmen's Compensation Act of the State of Oregon. In additionk you shall carry public liability and property damage insurance in amounts not less than $50,000/$100,000/ $50,000.

If this work is undertaken by you, it shall be performed in accordance with standard specifications of the Oregon State Highway Commission as set forth in its standard specifications for bridge construction, or as modified by the State Highway Engineer or his duly authorized representative.

It is understood that if this work is undertaken, you will be paid based upon estimates of amount of work computed by the State Highway Engineer or his representative, and upon satisfactory completion of the job, you will be paid in full on the basis hereinabove stated.

Yours very truly,

R. H. BALDOCK
Chief Engineer

By: G. H. Parker

In consideration of the foregoing proposal, we hereby accept the foregoing proposal and agree to perform the work as above outlined on the conditions therein stated.

Date this 11th day of January, 1948.

Ben Doerksen
Contractor

ESTIMATED COST OF STORM DAMAGE
TO PRIMARY AND SECONDARY HIGHWAYS, JANUARY 1 - 8, 1948

DISTRICT	SLIDES	ROADBED	CULVERTS & CHANNELS	BRIDGES	TRAFFIC CONTROL	TOTAL DAMAGE	SIMILAR BUDGET ITEMS
1-A	$ 3,000	$ 500	$ 100	$ 300	$ 500	$ 5,200	$ 1,200
1-B	3,000	6,000	1,000	5,000	1,000	16,000	3,800
DIV. 1	$ 6,000	$ 6,500	$ 1,100	$ 5,300	$ 1,500	$ 21,200	$10,000
2-A	-	-	-	-	-	-	-
2-B	2,600	650	225	525	515	4,705	3,040
2-C	-	7,704	-	800	3,446	11,750	-
DIV. 2	$ 2,600	$ 8,354	$ 225	$ 1,125	$ 3,961	$ 16,515	$ 3,040
3-A	8,000	21,000	2,400	800	4,800	33,800	8,000
3-B	8,600	10,550	1,360	250	550	21,350	17,200
3-E	15,000	6,500	2,000	2,000	500	24,000	26,500
3-D	4,500	8,600	2,000	126,100	12,500	155,100	11,000
DIV. 3	$36,700	$46,650	$ 7,760	$130,650	$17,940	$231,750	$61,200
4-A	2,250	1,650	1,800	-	-	5,400	-
DIV. 4	$ 2,250	$ 1,650	$ 1,800	$ -	$ -	$ 5,400	$ -
TOTAL DAMAGE	$47,800	$63,754	$10,885	$137,125	$23,401	$274,865	$ -

Less items in 1948 budget estimated for this damage	$ 78,000	$78,000
Not to be covered by Contingency Items	196,745	
Extra Gang Maintenance Contingencies in Budget	201,745	

1-26-48

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FEB 9 19??
FOR FILING

3-G
So Umpqua
River Br.

10-4209

3220

BEN DOERKSON
Roseburg, Oregon
Contractor

Union scale wages paid to the fourteen man pile driving crew for work on the South Umpqua River Bridge, US99, twelve miles south of Roseburg, January 6 to 20, inclusive.

	Per Hour
Superintendent	$2.75
Pile Driver Foreman	2.50
Driver Operator	2.00
Boom man	2.20
Boom man	2.25
Rigger	2.10
Pile Buck	2.10
Ass't. Pile Buck	1.75
Spud Tender	2.10

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FEB 11 1948
FOR FILING

10-4209

3028

So. of Roseburg

January 8, 1948

Major Lyhall
Post Engineer Supply Officer
Fort Lewis, Washington

Dear Sir:

This will serve to introduce Mr. Gilbert W. Andrews, bridge foreman for the Oregon State Highway Commission, who is hereby given authority to assemble any and all necessary materials required by the Army for the loan to the State Highway Commission of 150 lineal feet 30 Bailey bridge, which the Commission intends to erect as a temporary structure on the Pacific Highway eleven miles south of Roseburg.

Arrangements have been made this date with John Fuhrman Company, Portland, Oregon, for the transportation of all materials from Fort Lewis to the job site south of Roseburg.

Mr. Andrews will direct all the hauling trucks and equipment as being employed and engaged by the Oregon State Highway Commission for the transportation of the above-mentioned bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. V. Whitlow
Assistant State Highway Engineer

HVW:ldf

RW File

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JAN 9 1948
FOR FILING

10-4209

3020

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1948

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O f f i c e

Dear Sir: R.H.

Mr. Finke, bridge engineer of Washington, advised me that there is a 150-foot DD Bailey bridge at Fort Lewis. This is in excess of their training needs. The Army, however, has entered into an agreement with a Road District in Washington to use this bridge.

Major Lytell is in charge of things at Fort Lewis but has no authority to release the bridge to us. He suggests we call Lieutenant Colonel Matthews at the Presidio in San Francisco, Telephone West 1-6111, Extension 2186, and explain the situation to him. Matthews is well acquainted with Lytell and Lytell's name should be mentioned in talking to him. If Matthews will wire Lytell to release, we can get the material from Fort Lewis. The district in Washington probably will not want it before we would be done at Roseburg.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

Major Lytell
Fort Lewis, Wash.
Lakewood 3611
Ext. 26218
Post Engr. Supply Officer

Lt. Col. Gilbert
Asst. Post Engr.
Fort Lewis

2nd Div. Ft. Lewis

150 D.D.

May. Lyttell F. Lewis

4-12' } 2 33½" Steel 24' Conc. = 472

210 .90
100

Make Pins

120-Tons

86 609
45 910
62 030
194,549

5'-6" H.
10'-9" Long. } 600# / Truss

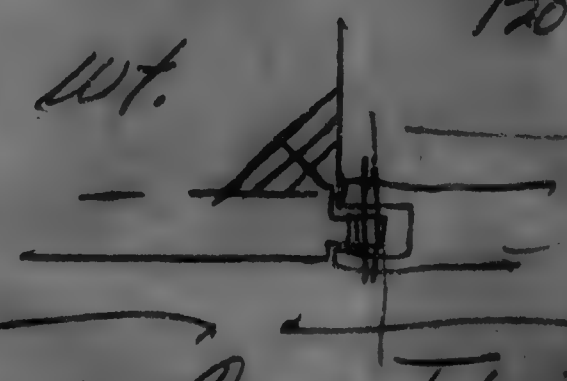
72 - Chord Bolts 1¼" - 1½" Taper
Chord Pins { Tapered Pins 90' D.D.
Jacks
120 - 35-Ton
39-Tons

40,000 (5)
72,000

100 Tons = 150' D.D. Less

(89 Tons Launching Wt.

5-Loads



75 Tons John Poorman Co. Tel. Ea. 8159 { 8-AM 12-3 PM.
24 Hrs. Notice - 2-5 Trucks.
2- (Trk & Full Trailers)

(1) Credentials for Gib Andersson 9 a.m. 9667
(2) Loading facilities 600# - 2500#
11 a.m. Mon. 12th Jan.
47-52

(3) Londsberg I.C.C.

19'-8"

30"×116# WF Fl. Brm.

Position of bearing piles for driving.

Blocking as req'd

Future jack

2-12"×12"

1-12"×12"

12"×12"

℄ Bridge

Bearing pile to have a min. butt dia. of 16"

3"×8"

1-3"×8"

Determine in Field.

13'-8"

Position of bearing piles for driving.

3"×12" continuous well spiked to 3"×8"

Future jack

2-12"×12"

1-12"×12"

3"×8" cut to bear between cops.

3"×8"

Determine in field.

Panel D.L. per truss

68.4 56.1 66.0 54.9 66.5 44.5 39.8 28.0

L13 L14 L15 L16 L17 L18 L19 L20 L21

Profile 20' Left (Downstream).

Elev. 500

Roseburg

Bridge

58.1

68.3

75.5

70.8

66.1

56.9

66.4

56.1

66.0

L9 L9 L10 L11 L12 L13 L14 L15

El. 525

513° Ave Water

ELEVATION
1" = 15'

Determine in Field.

54.3
64.2
56.0
65.5
58.1
68.3
75.5
70.8

L4 L5 L6 L7 L8 L9 L10 L11

El. 525

513° Ave Water

(Upstream)
Aug. 1938

ELEVATION
1" = 15'

13'-0"

28.0

39.2

54.0

64.7

54.3

64.2

56.0

550

540

530

520

510

Elev. 500

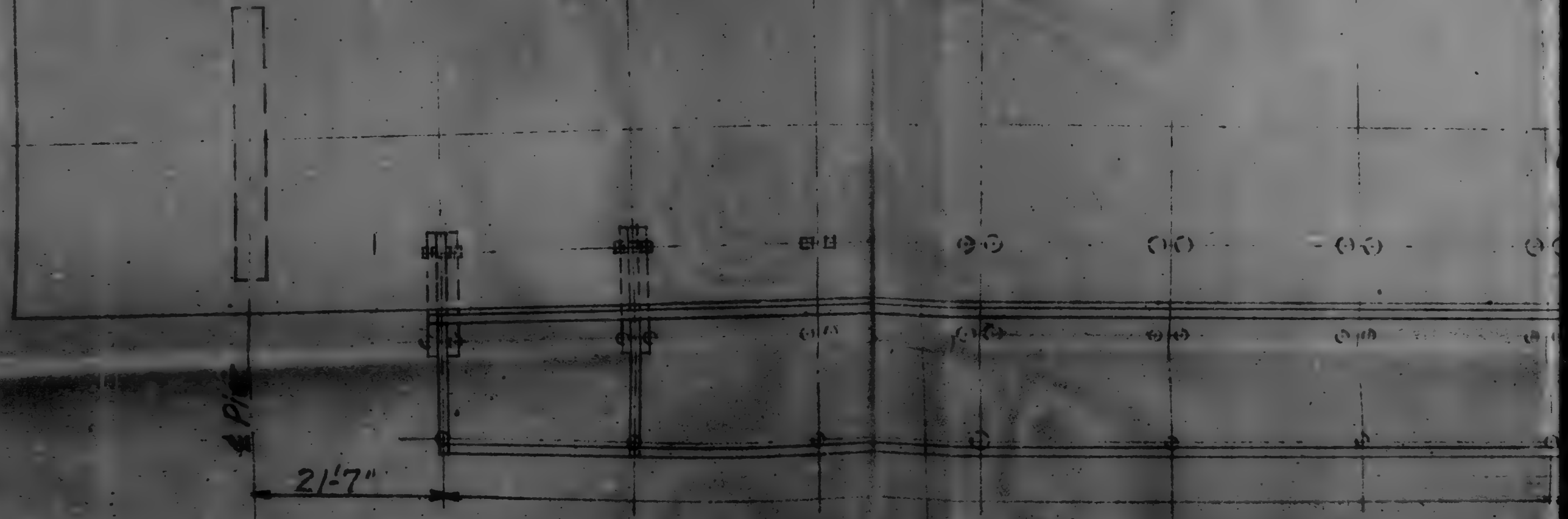
L0 L1 L2 L3 L4 L5 L6

Profile 20' Rt. (Upstream)
Soundings Aug. 1938

510

Profile 20' Rt. (Upstream)
Soundings Aug. 1938

Elev. 500



ELEVATION
1" = 15'

19 Spans @ 21'-4" = 405'-4"

To be es
in fie

Profile 2

ELEVATION
1"-15'

13'-0"

19'-8"

39'-4"

ex 1st. bridge

To be estoblished
in field

Walkway and li
bracing as detai

105'-4"

Profile 20' Left (Downstream).

Elev. 500

Roseburg →

19'-8"

39'-4" c. to c. exist. bridge

Walkway and line bracing as detailed.

E. Pier

21'-7"

FALSEWORK DETAILS

Jan. 14, 1948 Br. No. 2556

Dwg. No. 25[illegible]-A

3276

3277

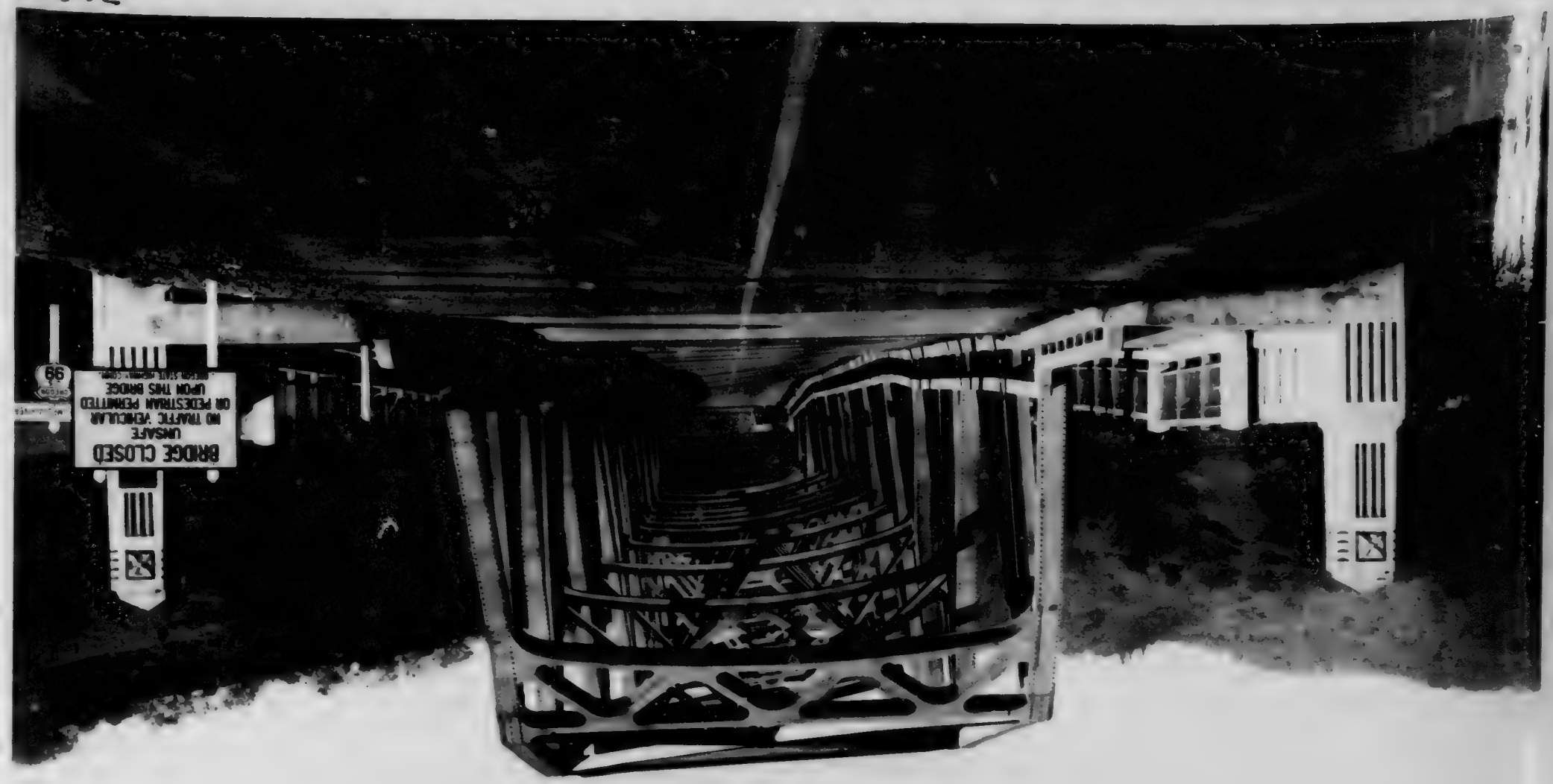
327

3279

3250

3280

3282


BRIDGE CLOSED
UNSAFE
NO TRAFFIC VEHICULAR
OR PEDESTRIAN PERMITTED
UPON THIS BRIDGE
99

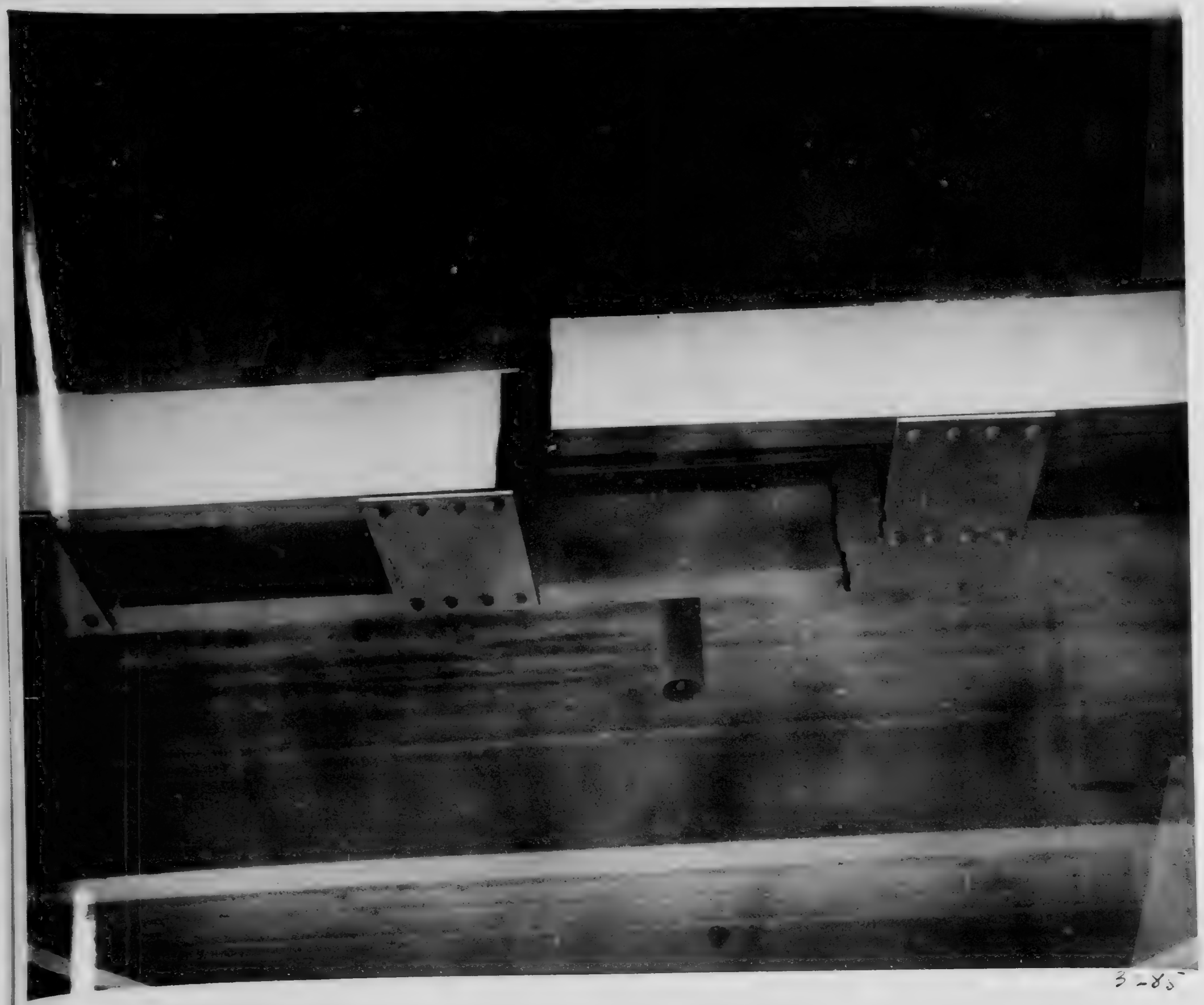
BRIDGE CLOSED
UNSAFE
NO TRAFFIC VEHICULAR
OR PEDESTRIAN PERMITTED
UPON THIS BRIDGE
OREGON STATE HIGHWAY COMM.
OREGON
99

3283

BRIDGE CLOSED
UNSAFE
NO TRAFFIC VEHICULAR
OR PEDESTRIAN PERMITTED
UPON THIS BRIDGE
OREGON
98

3283

3287



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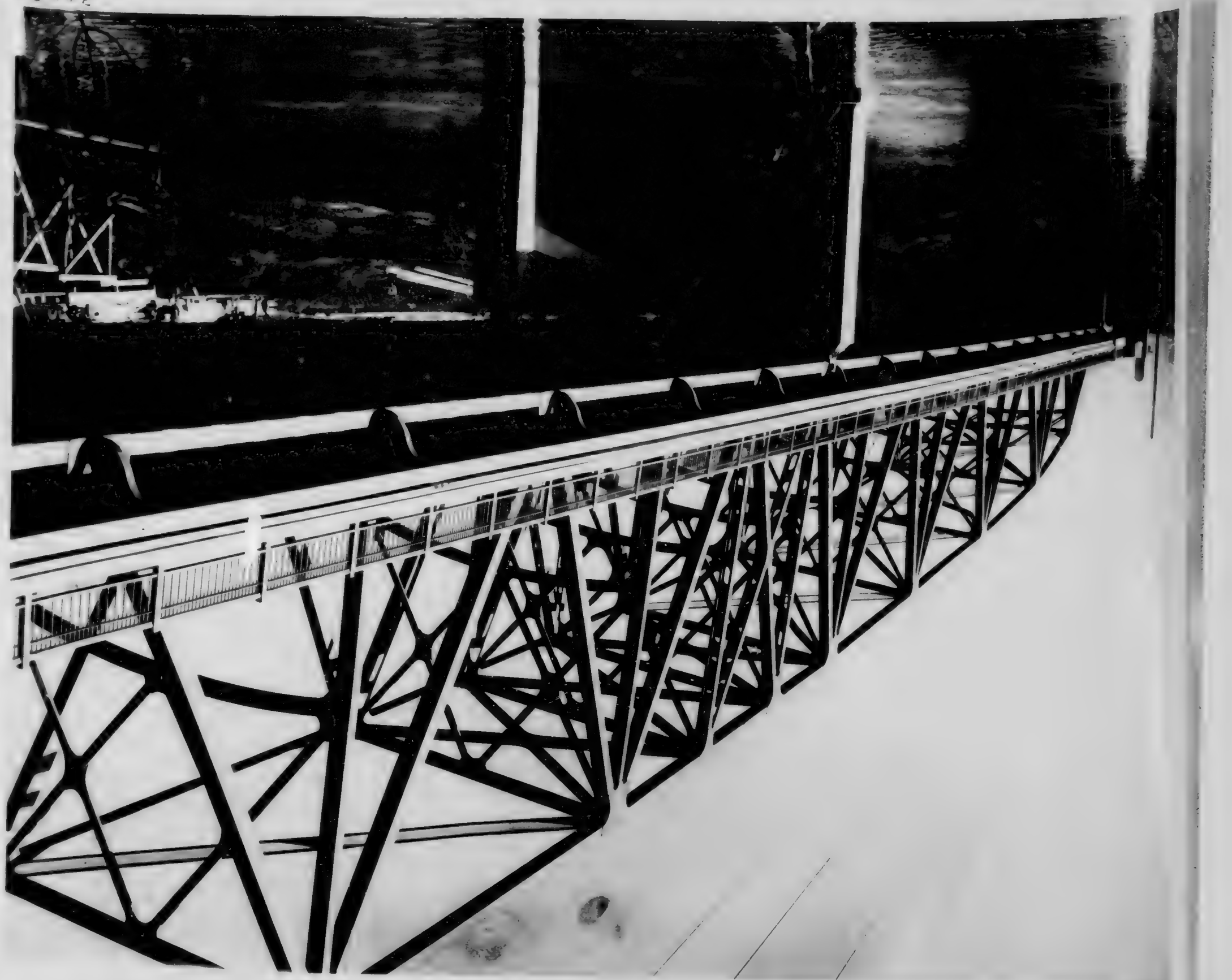
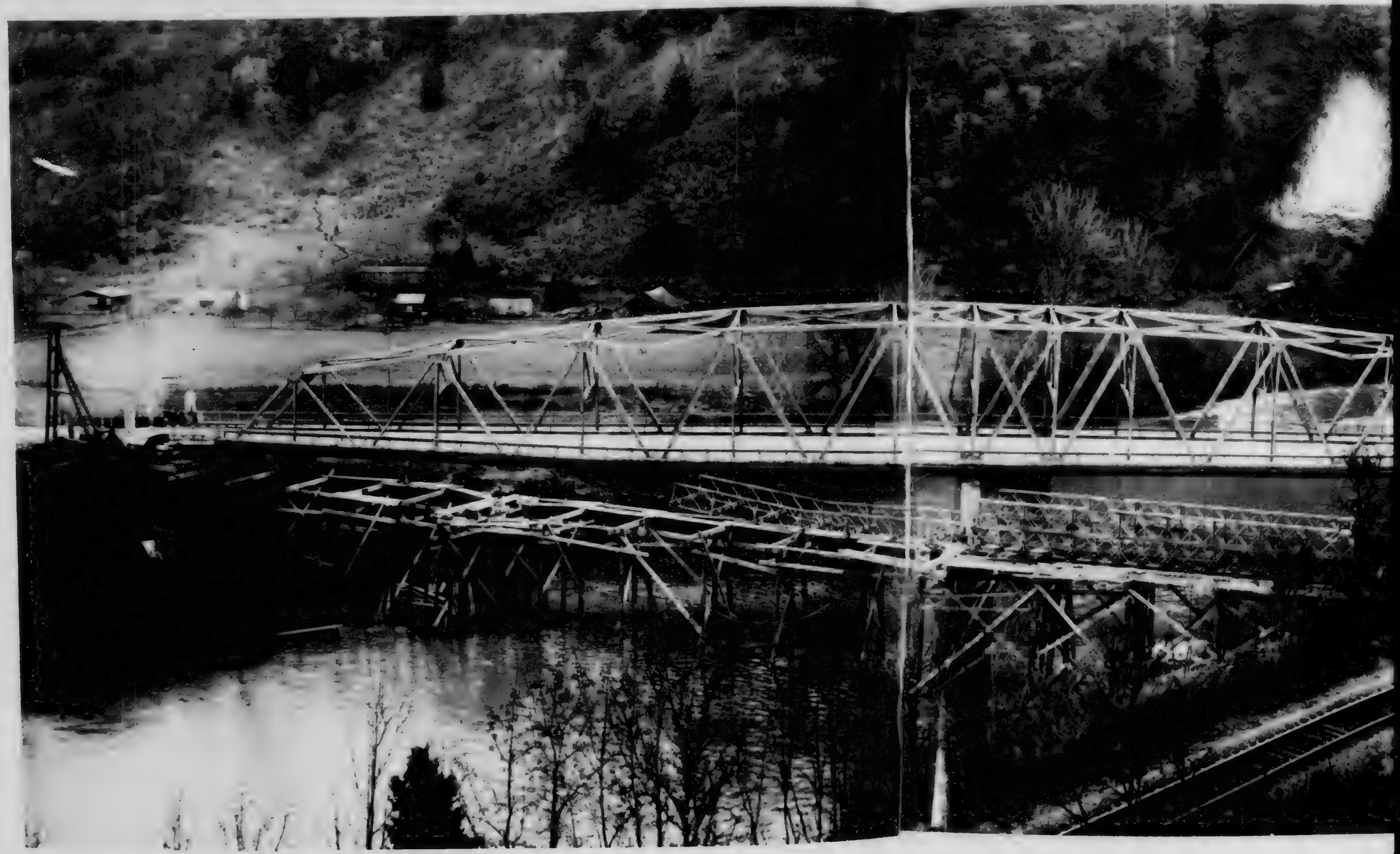


US
99
OREGON
SOUTH UMPQUA RIVER



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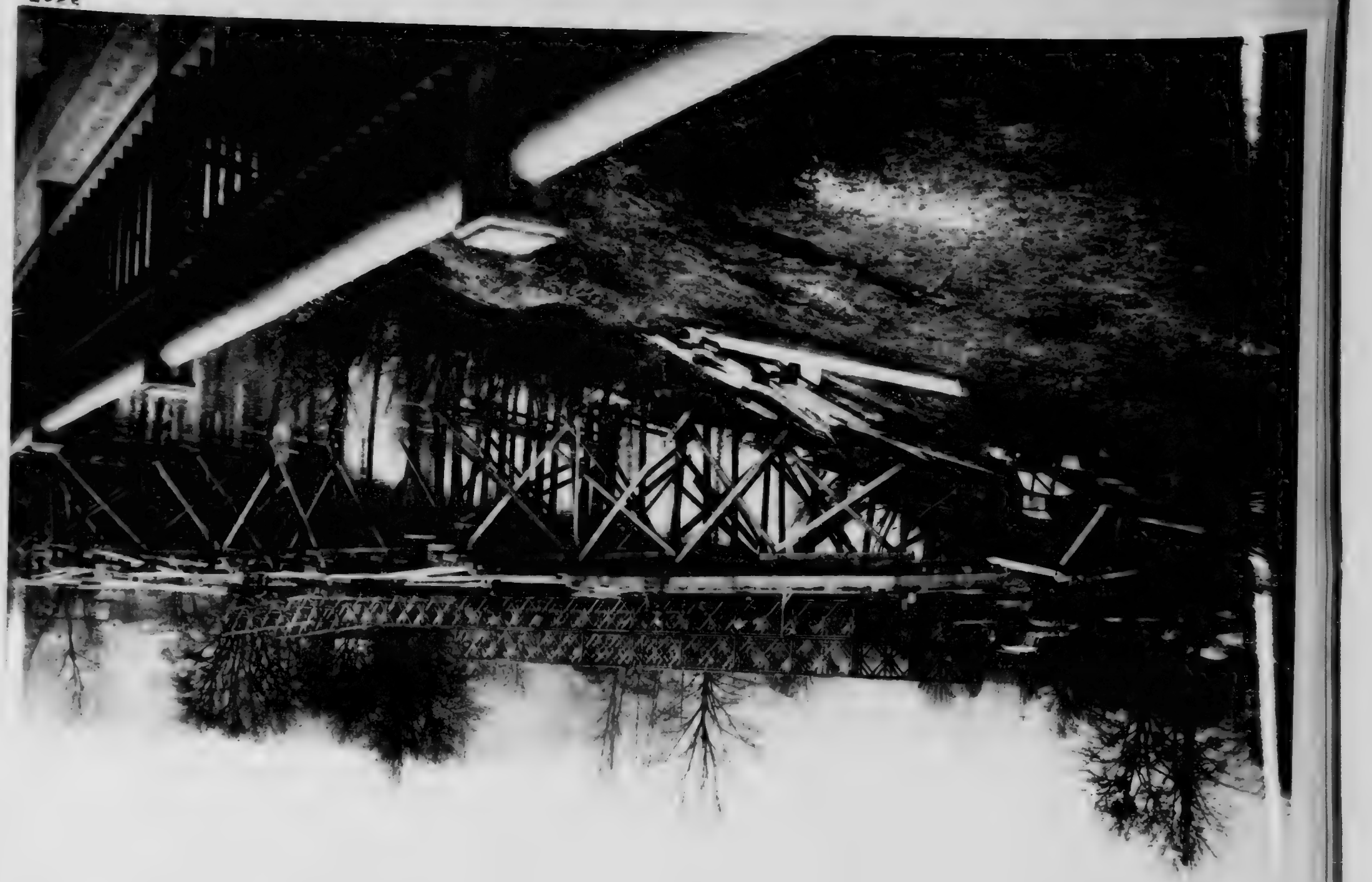
LOSE



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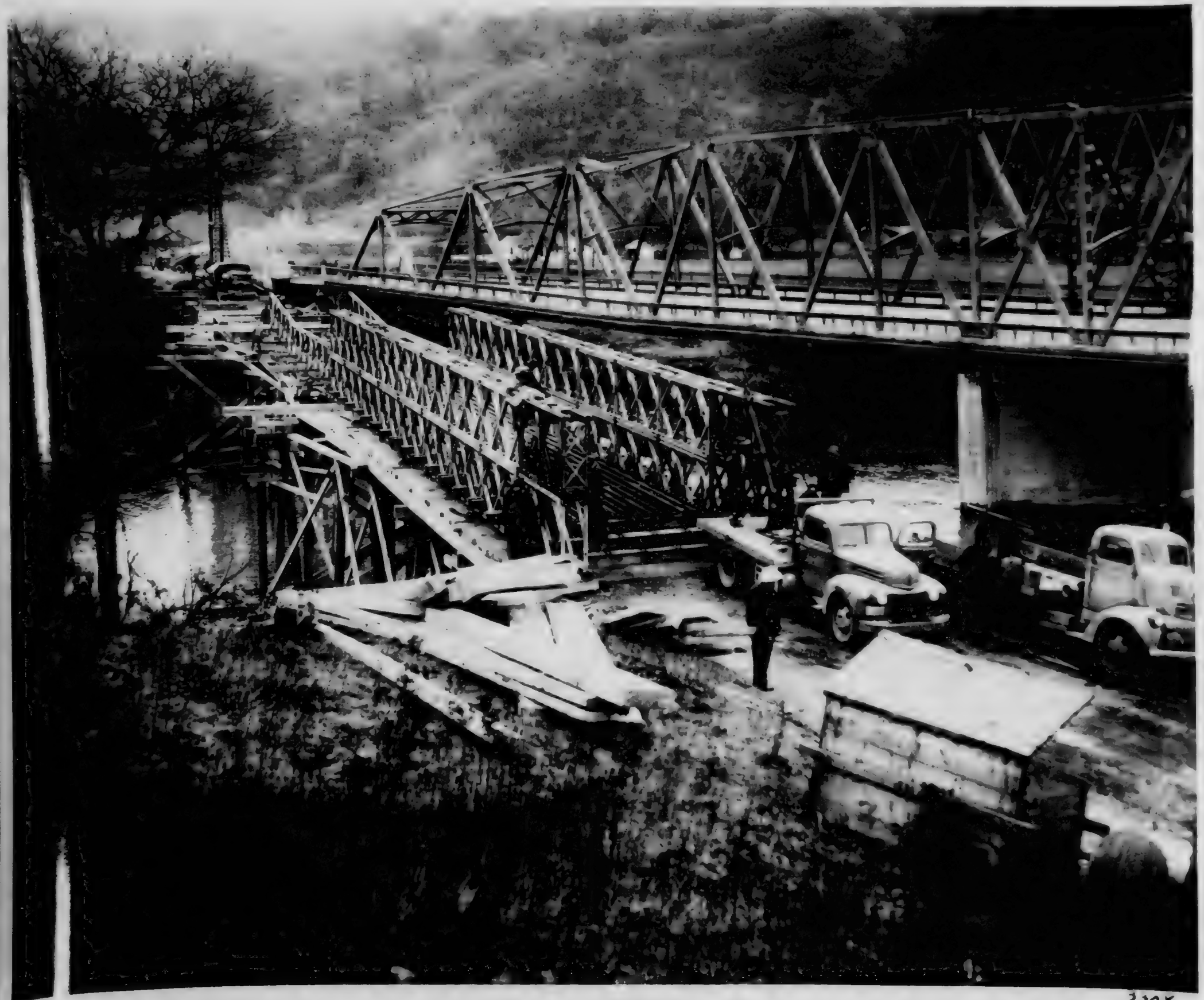

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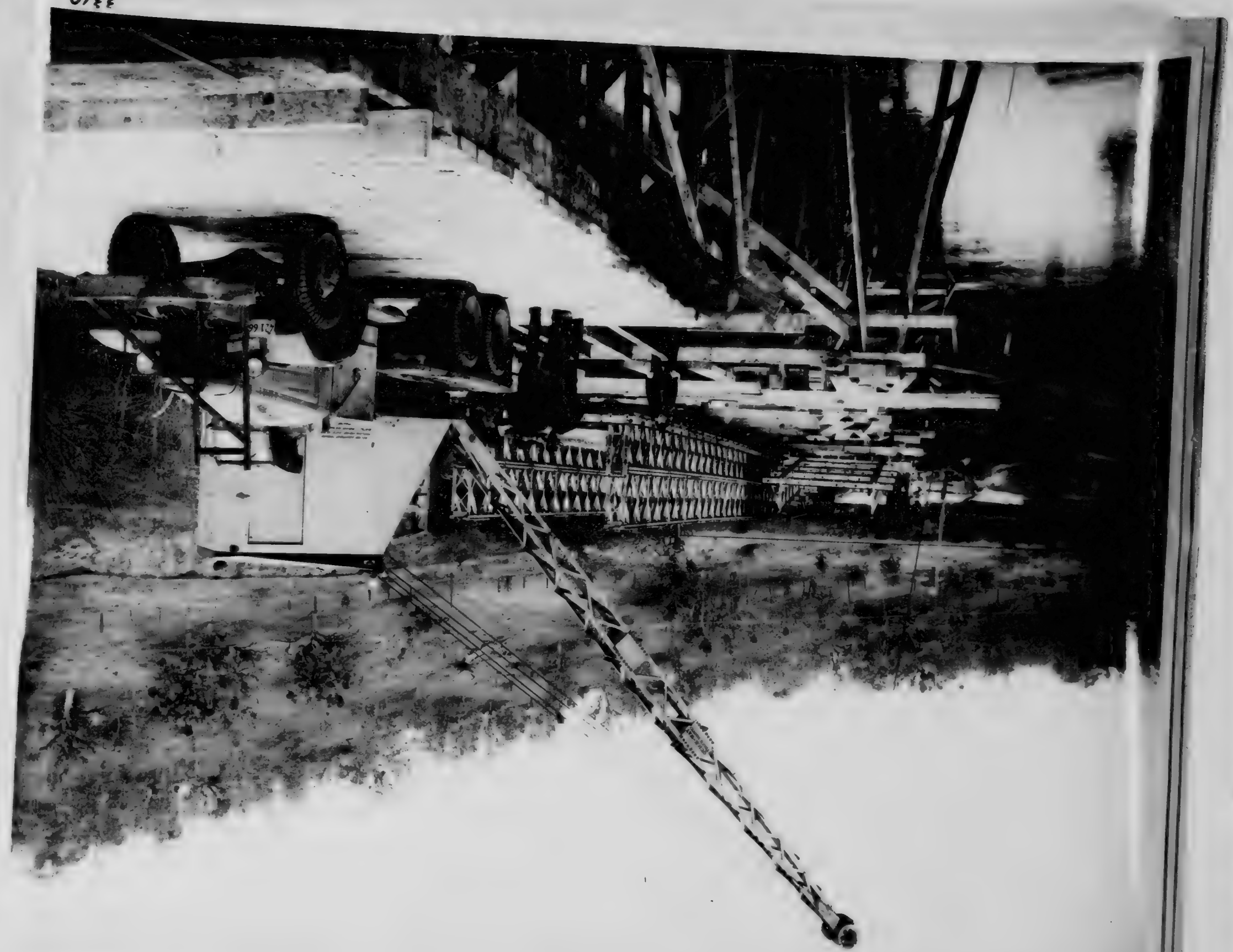

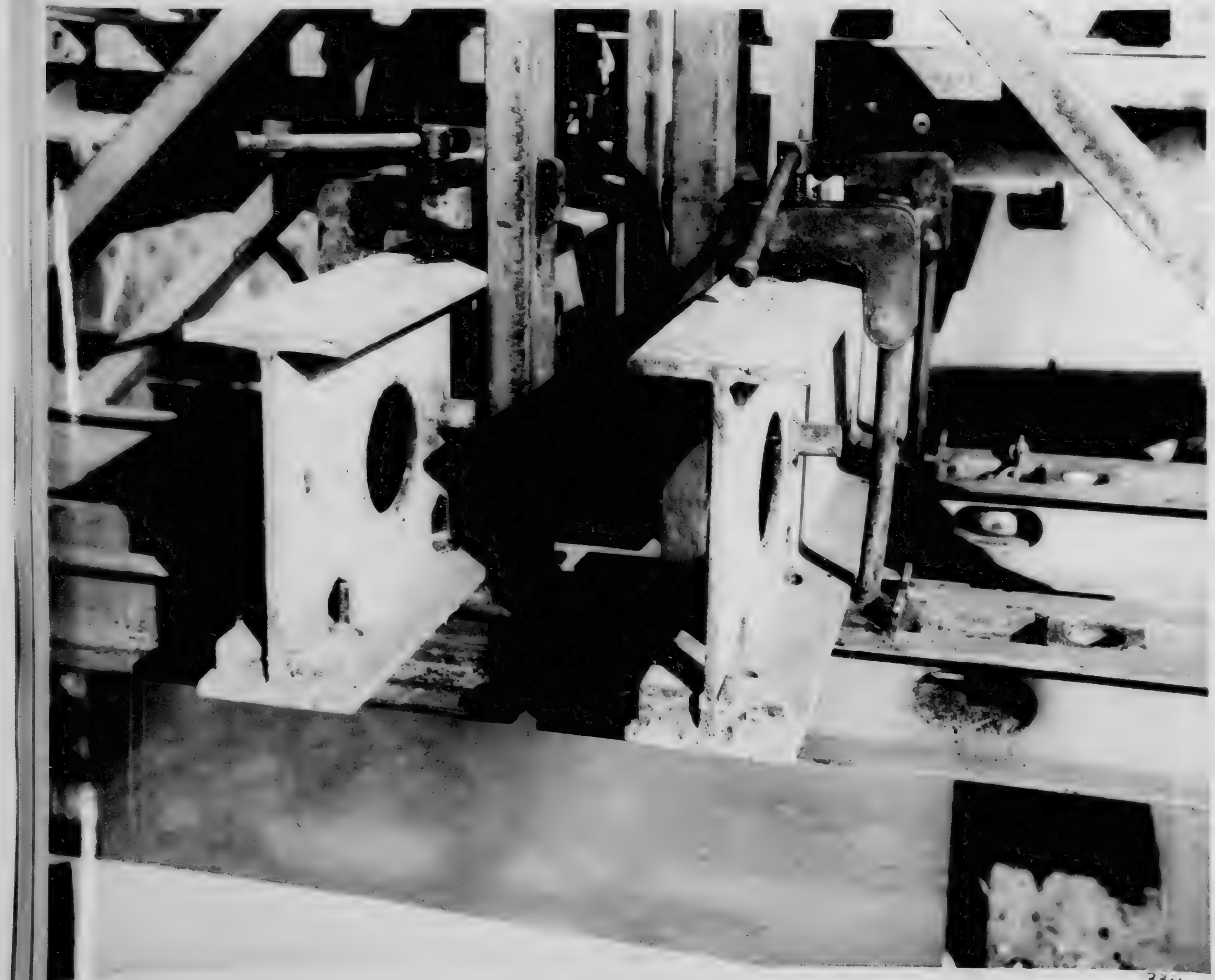

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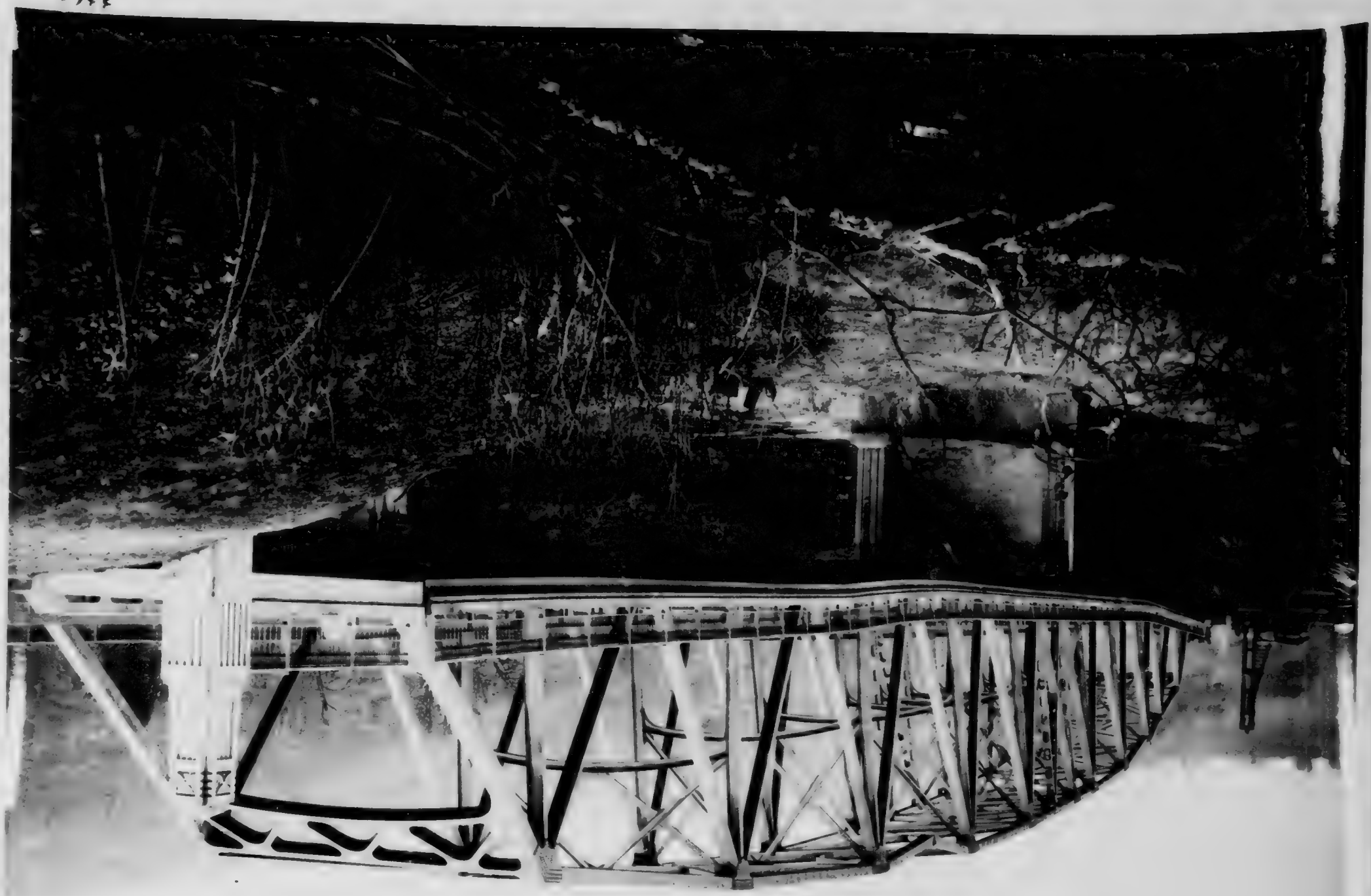
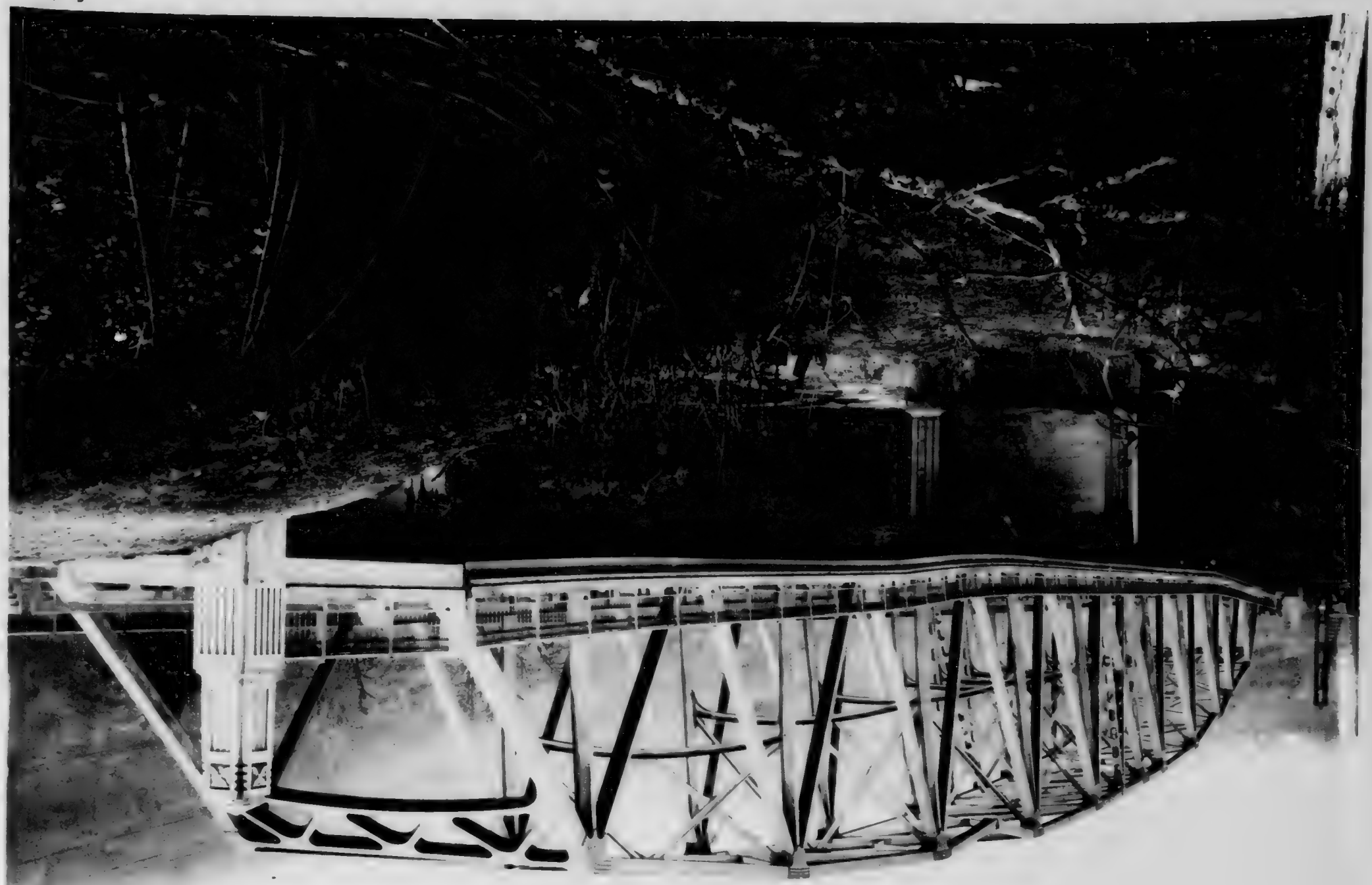


FIEE



3313

three

10-4209 Repair steel of South Dillard Bridge,
(Force) Pacific Highway.

#3021 1948

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JUL 21 1948
FOR FILING

10-4-209

3021

April 29, 1948

Mr. Joseph Holt
14656 Sixteenth Avenue South
Seattle 88
Washington

Dear Sir:

We enclose herewith, for your record and files, a fully executed copy of agreement between the Oregon State Highway Commission and yourself; covering straightening of damaged steel at South Dillard Bridge over the Umpqua River.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 9 1948
FOR FILING

10-4209

3021

April 8, 1948

Oregon State Highway Commission

Gentlemen:

Re: Repairs to Dillard Bridge

An agreement between the State and Joseph Holt of Seattle, covering the straightening of damaged steel at the South Dillard Bridge over the Umpqua River, will be presented for approval at the next Commission meeting. When the upstream shaft of the center pier settled, many of the steel truss members were bent. When the truss is raised to its proper elevation, these members must be straightened or replaced.

Mr. Holt was, until about 5 years ago, employed by the Washington State Highway Department. He has developed a method of straightening damaged steel by the application of heat supplemented by properly applied pressure. This is a job that requires much experience and specialized skill. Mr. Holt is highly recommended by the Bridge Engineer of Washington, and Mr. Pearson has examined some of the work he has done. We know of no one on the West Coast other than Mr. Holt who appears competent to do the job required at Dillard.

Mr. Holt proposes to straighten all of the damaged members in the truss except five, which will be replaced. This straightening is to be done for the lump sum of $6,000.00. An approximate estimate of the cost of replacing the members which Mr. Holt is to straighten is $25,000.00.

Mr. Holt will straighten these members to a tolerance of 1/8" in the length of the member, which is equivalent to the tolerance allowed on new steel. The possibility of damage due to heating has been checked with Professor H. H. Uhrf of Oregon State College.

We assume as that the degree of heat which Mr. Holt will use will not damage the steels. In removing the damaged steel members, considerable damage is done to the connecting plates. The straightening by Mr. Holt's method will avoid this damage.

Mr. Holt is to do only the straightening. Our own crews will just up the trusses, replace the five members which are so badly damaged that straightening is not advisable, and replace the plate. The proposal is distinctly advantageous to the State and its approval is recommended.

Very truly yours,

R. H. Baldock
State Highway Engineer

CSP/da

cc C. S. Peterson

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APR 9 1948
FOR FILING

10-4209

3521

Salem, Oregon
March 10, 1948

Mr. H. B. Glaisyer

Herewith three copies of an agreement between the Highway Commission and Joseph Holt & Company, of Seattle, Washington, covering work to be performed by Mr. Holt upon the South Dillard Bridge, near Roseburg, damaged during the floods early this year.

For a flat sum of $6000 Mr. Holt agrees to straighten all members of the steel truss to a tolerance of 1/8" from a straight line in the total length of the member.

The State is to place all false work. The State is to furnish and place five new members and do all welding necessary to repair or splice broken members.

The State is to jack the bridge to its original grade, but while this work is being done Mr. Holt will do all straightening required in his contract, by a heat process which the contractor specializes in.

The approval of the Commission is respectfully requested at their meeting this week.

W. W. Stiffler

WWS:cw
Encls.

33-4207 (Force) Five Mile Rapids - 1948
Dune, Col. R. Hwy,
#3022

NOTE

SEE ALSO

FEDERAL AID JOB FILE

ERI-3 (1)

#3200

RECEIVED
JUN 23 1949
FOR FILING

33-4207

2.22

June 21, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In response to your inquiry, this will advise that the work performed under Extra Work Order No. 1, Contract No. 3022, on the Big Eddy-Dufur Section, consisted of the following:

Nonparticipating work:

Construct a detour with dozer (1750 cu. yds),
MP 100.33 to 100.86
Place gravel surface on detour, MP 100.33 to 100.86
Move 1.2 miles of private telephone line
Build two cattle guards on detour

Participating work:

2,440 cu. yds. excavation and embankment construction by dozer, Stations 1361+30 to 1371+00 (See plans)
Construction of detour by dozer, opposite Stations 1362 to 1365 (See plans)

The total cost of the work performed under Extra Work Order No. 1 was $6,969.86. The cost of the participating work was something less than $5,000. The work was performed during the period June 13 to June 26, 1948. For some reason not now known to us, the extra work order was not issued until November 16, 1948.

Equipment rentals paid for under the extra work order were at the rates agreed upon between the Highway Department and the Associated General Contractors (Portland Chapter) for general application on state highway contract work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

RECEIVED
JAN 4 - 1949
FOR FILING

33-4207

3022

January 3, 1949

Loyd Calkins & Company
General Contractors
Oceanlake, Oregon

Attention: Miss Maxine Church
Bookkeeper

Dear Miss Church:

In your letter of December 31, 1948, you indicate your intention to secure a refund from the United Pacific Insurance Company for a bond furnished in connection with State Highway Contract No. 3022 covering replacement work on the Columbia River Highway at The Dalles.

It is true that the original agreement between Mr. Calkins and the Highway Commission did not require furnishing such a bond; however, you will recall a letter from W. C. Williams, Assistant State Highway Engineer, to Mr. Calkins on September 3, 1948, in which Mr. Williams advises that a claim had been filed against this contract and that release of the retained percentage could not be effected until Mr. Calkins furnished a performance bond in the amount of $10,000 to protect this claim and any others that might arise.

It was later decided, however, that a bond in the amount of $1,000 would be sufficient, and a bond in that amount was furnished by Mr. Calkins, which I believe is the one to which you refer.

In view of the circumstances, we cannot release Mr. Calkins from his obligation under the bond. The project is now completed and final payment made; moreover, no other claims have been filed against it; however, we have no knowledge of the settlement of the claim of Sam D. Hansen in the amount of $175.78.

I return your receipt from Durham and Bates, agents for the bonding company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ss
Enc.

LOYD CALKINS & COMPANY

GENERAL CONTRACTORS

OCEANLAKE, OREGON

PHONE OCLAKE 581

LOYD CALKINS
HOME PHONE OCLAKE 581

HARRY JEFFERIES
HOME PHONE OCLAKE 575

December 31, 1948

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

BOND

In checking our Contract #3032 for work done at The Dalles, we find the contract does not require we furnish bond. As we did furnish Bond #99698, United Pacific Insurance Company, with premium in the amount of $37.50, we feel we are entitled to a refund of this premium. We are enclosing the paid invoice from Durham and Bates and would appreciate your giving this matter your consideration and letting us know your decision.

Thanking you in advance for this courtesy, we are,

Very truly yours,

Loyd Calkins & Co.
By Maxine Church
Maxine Church, Bkpr.

Encl: 1

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RECEIVED
JAN 3 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 30 1948
FOR FILING

33-4207

3022

November 30, 1948

Metropolitan Casualty Insurance Co.of N. Y.
10 Park Place
Newark 1, N. J.

Gentlemen:

This to advise you that State Highway Contract No. 3022, covering fill and replacement between M. P. 95.92 and M. P. 96.17 on the Columbia River Highway in Wasco County, has been completed by the contractor, Loyd Calkins, and that final payment in the amount of $8,868.01 will be made on or after December 10, 1948.

There is a claim against this project made by Mr. Sam D. Rawson, amounting to $175.76, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $32,550.51, of which amount $6,989.88 represents force account items. The above contract was completed on June 29 and accepted by the Commission on September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Metropolitan Casualty Insurance Co.
C. R. Maddock, Agent
Loyalty Bldg.
Portland 4, Oregon

NOTED ON CARD

11-30-48 gl

RECEIVED
DEC 7 1948
FOR FILING

33-4207

3022

Mrs. Lewis
notes on card

November 30, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 3022, covering fill and replacement between M. P. 93.92 and M. P. 96.47 on the Columbia River Highway in Morrow County, has been completed by the contractor, Loyd Calkins, and that final payment in the amount of $6,886.61 will be made on or after December 10, 1948.

There is a claim against this project made by Mr. Sam B. Bauman, amounting to $175.78, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $32,550.51, of which amount $6,589.68 represents force account items. The above contract was completed on June 29 and accepted by the Commission on September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Durham and Bates
901 Southwest Washington
Portland 5, Oregon

NOTED ON CARD

11-30-48 gs

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

ORDER FOR EXTRA WORK

TO BE PERFORMED ON FORCE ACCOUNT BASIS

Project name Repair Flood Damage MP 95.92 - 96.47 100.53 -100.86 Date, Nov. 16, 1940

Highway Columbia River Contract No. 3022

County Wasco F. A. Project No.

Contractor Loyd Caulkins Order No. 1

Address Ocean Lake, Oregon

The following work is hereby classified as "Extra Work", to be performed and paid for in accordance with the terms of contract.

Description of work to be done:

Repair Flood Damage and Provide Detours on Columbia River Hwy.

Location by station numbers:

Mile Posts 95.92 to 96.47
Kile Posts 100.53 to 100.86 (Nonparticipating)

By REX

JUN 24 1940

Estimate of quantities and cost:

Equipment rentals- - - - - - - - - - - - - - -	$ 3,500.00
Labor- -	1,000.00
Moving equipment - - - - - - - - - - - - - - -	2,000.00
Contractor's percentage- - - - - - - - - - -	500.00
Total - - - - - -	$ 7,000.00

Explanation: (Explain here the conditions which cause this work to be classed as "extra work")

Repair washouts and re-establish traffic on the Columbia River Highway and caused by extreme high water in Columbia River

INSTRUCTIONS: A single order should not cover more than one class of work or more than one extra work job.

Submit six copies of the order to Salem. After approval of the order by the state highway engineer, the Salem office will send one copy to the contractor, one to the division engineer and one to the resident engineer.

Total Original Authorizations	$ 35,000.00
Total Authorizations to Date	$ 35,000.00
Additional Authorization Requested . . .	$ none
Additional Authorization Approved	$

Submitted by: /s/ Dean Swift, Resident Engineer

Approval Recommended: /s/ H. G. Smith, Construction—Bridge—Engineer

SHP

Approval Recommended: /s/ Wm. E. Chandler, Division Engineer

Approved: /s/ W. C. Williams, Assistant State Highway Engineer

STATE PRINTING DEPT.

RECEIVED
SEP 20 19
FOR FILING

Mrs. Lewis notified

33-4207

3022

September 28, 1945

Mr. Sam B. Hansen
Box 665
Helena, Oregon

Dear Mr. Hansen

Contract No. 3022 for fill and replacement on the Columbia River Highway in Wasco County, Klondike.

In connection with your claim filed with us in the amount of $175.75 for truck services performed for Mr. Calkins under the above contract, we wish to advise that we have now received a performance bond covering the above job from the United Pacific Insurance Company, whose agent is Durham and Bates, 901 Southwest Washington, Portland, Oregon.

If your claim has not yet been satisfied and if you feel that it is necessary, we suggest that you file your claim with the Secretary of State as outlined in the attached excerpt from the Oregon law.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
9-25-45 GK

RECEIVED
SEP 29 1948
FOR FILING

33-4207

3022

Files Allen Lewis
Motion carried

Salem, Oregon
September 28, 1948

Mr. Malcolm E. Menke

Attention: Miss Amanda Wicklander

This is to advise that we have received a contract bond from the United Pacific Insurance Company covering the operations of Loyd Calkins and Company on our Contract 3022 for work on the Columbia River Highway in Wasco County.

As the bond has been received and filed with the contract you may release to Loyd Calkins and Company the retained percentage on this contract.

Secretary

VAQ:dr

NOTED ON CARD
2-28-48 gl

RECEIVED
SEP 28 1948
FOR FILING

33-42 07

302

September 9, 1948

Loyd Calkins & Company
General Contractors
Coquille, Oregon

Attention: M. Church
Bookkeeper

Gentlemen:

Thank you for your letter of September 3, regarding the Sam B. Barnes claim. You have already received a letter from Mr. W. C. Williams, Assistant State Highway Engineer, explaining how further payments in connection with your contract with the State Highway Commission can be released to you.

Upon receipt of the bond mentioned by Mr. Williams the matter will be give further consideration.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EHB:ms 9-10

cc - Mr. W. C. Williams

NOTED ON CARD
9-7-48 JC

REFERRED TO
Gilkey
SECRETARY

LOYD CALKINS & COMPANY

GENERAL CONTRACTORS

OCEANLAKE, OREGON

PHONE OELAKE 881

LOYD CALKINS
HOME PHONE OELAKE 881

HARRY JEFFERIES
HOME PHONE OELAKE 878

REFERRED TO
BY SECRETARY

September 3, 1948

H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

After checking our files, I found I had made an error in our telephone conversation concerning the claim against Loyd Calkins and Company by Sam D. Rawson. The letter explaining our part in this matter was sent to Dean Swift, Resident Engineer at The Dalles, instead of to your office.

However, for your records, these are the facts concerning this claim. Loyd Calkins hired Geo. McPherson and the truck for work at The Dalles, and as Mr. McPherson did not tell Mr. Calkins otherwise, Mr. Calkins assumed Mr. McPherson was the owner of the truck. After leaving the work at The Dalles, we were not in a position to pay off the truck hire for about three or four weeks. When we were able to do so, we mailed the checks to the truck owners. About three days after these checks were mailed, we received a letter from Sam D. Rawson of Madras, Oregon, stating he was the legal owner of the truck and requesting we send him the money due for truck hire along with a record of the hours Mr. McPherson worked. I wrote Mr. Rawson and explained we had already issued the check to Mr. McPherson. Upon receipt of my letter, Mr. Rawson called our office and requested we stop payment on the check until the matter could be settled satisfactorily, following the call with a letter containing proof of his legal ownership of the truck. A stop payment order was placed on the check, but too much time had elapsed and the bank was unable to stop payment. I called Mr. Rawson to advise him of this, but as he would not accept the call, I sent him the information by letter. When we received notice of the claim filed from your office, I wrote Mr. Swift and asked his advise on the procedure we should follow. I realize now we should have contacted your office but I assumed Mr. Swift would contact you.

Under the above described circumstances, we do not feel we are liable for the claim, but that it is a matter between Mr. Rawson and Mr. McPherson as employer and employee.

We will appreciate your advising us of your decision on this matter as soon as convenient.

Very truly yours,

Loyd Calkins & Co.
By - M. Church, Mgr.

ANSWERED
H B GLAISYER

NOTED ON CARD
9-7-48

RECEIVED
SEP 10 1948
FOR FILING

33-4207

3022

September 9, 1948

Metropolitan Casualty Insurance Co.
Pacific Department
220 Bush Street
San Francisco 4, California

Attention: D. M. Porter, Superintendent, Surety Department

Gentlemen:

Claim of Sam D. Reason - $173.78 - against
Lloyd Calkins & Company - Contract No. 3022,
The Dalles, Oregon

We have your letter of September 8 regarding the above claim and wish to advise that in our letter of August 23 we erroneously stated that the Metropolitan Casualty Insurance Company appeared as surety on this contract. We inadvertently made reference to a bond when the insurance provided in Policy No. LAX 6548 for Public Liability and Property Damage.

On August 30 we advised the home office in New Jersey of this misstatement and also Mr. Robert K. Shimmin, Superintendent of Claims, in Portland.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:dr

cc - Mr. C. M. Pratt
Loyalty Building
Portland 4, Oregon

The Metropolitan Casualty Insurance Company of New York
ORGANIZED 1874

LOYALTY GROUP

PACIFIC DEPARTMENT
220 BUSH STREET
SAN FRANCISCO 6, CAL.

September 8th, 1948

JOHN R. COONEY PRESIDENT
WM. B. REARDEN, EXECUTIVE VICE-PRESIDENT
W. W. POTTER, VICE-PRESIDENT
FRED W. SULLIVAN, VICE-PRESIDENT
F. E. CHADWICK, 2ND VICE-PRESIDENT
R. W. WALBEY, SECRETARY
HOWARD D. VORE, SECRETARY
W. H. CRAWFORD, SECRETARY

H. D. Glaisyer - Secretary
Oregon State Highway Commissioner
Salem, Oregon

Dear Mr. Glaisyer:-

Re:-Claim of Sam D. Rawson - $175.78
against Lloyd Calkins & Company-
Contract No.3022, The Dalles, Ore.

Your letter of August 23rd regarding the captioned matter and addressed to our home office in Newark, New Jersey has been forwarded here for attention.

We have no record of any bonds written for this contractor and would, therefore, greatly appreciate it if you would advise us if our company did actually execute the bond or bonds covering this contract and, if so, the name of the attorney-in-fact who signed the bond on our behalf.

With kindest personal regards, I am

Yours very truly,

D. W. Porter
Supt. Surety Dept.

pj
metro.

cc to C.M. Pratt - Portland office.

REFERRED TO Secretary

RECEIVED
SEP 9 1948
OREGON
STATE HIGHWAY COMMISSION

INCREASE INSURANCE WITH INCREASED VALUES

RECEIVED
SEP 10 1948
FOR FILING

LOYD CALKINS & COMPANY

GENERAL CONTRACTORS

OCEANLAKE, OREGON

PHONE OELAKE 881

33:4207

7022

LOYD CALKINS
HOME PHONE OELAKE 881

HARRY JEFFERIES
HOME PHONE OELAKE 878

September 7, 1948

W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Thank you for your letter of September 3rd regarding our furnishing a performance bond covering the Columbia River Highway work at The Dalles.

The claim to which you refer has been paid in full. The claim was filed against us as a result of some misunderstanding between a truck owner and employee. H. B. Glaisyer, Secretary of Oregon State Highway Commission, is in possession of all the facts concerning this matter, and if you will contact him, we are certain you will find we are not liable for this claim.

The other charges against us regarding The Dalles work have also been paid in full and if it is at all possible for you to release the retained percentage on this contract without our furnishing a performance bond, we will appreciate it very much.

Very truly yours,

Loyd Calkins & Co.
By Maxine Church
Maxine Church, Bkpr.

MC

RECEIVED
SEP 10 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 15 1948
FOR FILING

33-4207

Box 868
Madras, Oregon
September 7, 1948

Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer,

I am in receipt of your letter and the copy of your letter to Mr. Loyd Calkins of Ocean Lake, Oregon against whom I have a claim for $175.75 for truck services on Mr. Calkins' contract #3022 on the Columbia River Highway at milepost 96.

When Mr. Calkins satisfies this claim, I will immediately notify your office.

Thanking you for your prompt attention to this matter, I am

Very truly yours,

Sam D Rawson

Sam D. Rawson

NOTED
H. B. GLAISYER

RECEIVED
SEP 9 1948
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
9-9-48 gs

RECEIVED
SEP - 7 1948
FOR FILING

93-4207
3-3-2

September 3, 1948

Mr. Loyd Calkins
Coosanlake
Oregon

Dear Mr. Calkins:

Inasmuch as you were carrying on other work for the State Highway Commission when we awarded you Contract 3168, covering replacement work on the Columbia River Highway at The Dalles, you were not required to post a performance bond.

We have now received one claim against you for truck services and, of course, we have no means of knowing that all other claims against you on this contract have been fulfilled.

Inasmuch as your work is now complete, release of the retained percentage on this contract can be effected providing you furnish a performance bond in the amount of $10,000, which performance bond will assure the payment of all claims.

We will appreciate your arranging for such a bond and upon receive of it we will release to you the retained percentage on this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - S. H. Probert
H. B. Glaisyer

September 1, 1948

Mr. Loyd Calkins
Coquille
Oregon

Dear Mr. Calkins:

Mr. Sam D. Rawson, Kalrus, Oregon, has filed a claim with the State Highway Commission against you in the amount of $175.75 for truck services performed for you in connection with your contract No. 3022 with this Commission for fill and replacement work on the Columbia River Highway at Mile Post 96.

The Highway Commission knows nothing about this claim, but it expects you to satisfy it, as well as all other outstanding claims against your work, if there are any, before it will release to you final payment in connection with this project.

Because you didn't furnish a performance bond in connection with the above-mentioned contract, we are today instructing our Chief Accountant to withhold further payments to you in connection with this contract until such time as the State Highway Commission receives notice from Mr. Rawson by letter to the effect that his claim has been disposed of satisfactorily. Please govern your actions accordingly.

Incidentally, Mr. Rawson's claim is the only one that has been filed in this office against your contract No. 3022.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ce

cc - Mr. W. G. Williams
Mr. Floyd Cheney
Mr. Malcolm E. Hawks
Attn: Miss Wichlander
Mr. Sam D. Rawson

NOTED ON CARD
9-1-48 gR

Mr. Hawks: Please hold up further payments to Mr. Calkins in connection with State Highway Contract No. 3022 until released by this office.
H.B.G.

September 1, 1948

Mr. Sam D. Rawson
Box 868
Madras, Oregon

Dear Mr. Rawson:

In my acknowledgement of your claim against Mr. Loyd Calkins, on August 23, 1948, I informed you that Mr. Calkins had furnished bond to protect claims arising out of this job. That information was incorrect.

The Metropolitan Casualty Insurance Company of New York furnished insurance covering Mr. Calkin's operations. Of course this insurance does not act as a bond to protect claims; however, I believe that your claim is fully protected by the procedure mentioned in the attached letter.

Please advise this office immediately when your claim has been satisfied.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC:ec

cc - Mr. Floyd Query

NOTED ON CARD
9-1-48,gl

RECEIVED
AUG 31 1948
FOR FILING

33-4207

3-22

Salem, Oregon
August 30, 1948

Lloyd Calkins, Contract No. [redacted] for Fill and Replacement Work on the Columbia River Highway at Mile Post 96

Mr. R. M. Baldock

On August 23, we received a claim from Mr. Sam B. Beeson in the amount of $175.75 for truck services performed for Mr. Calkins in June on the above contract.

An examination of the contract reveals that no contract performance bond is required. The only insurance provided for is Public Liability and Property Damage.

We wish to call this to your attention at this time in connection with negotiated contracts as it is our thought that the contractor should submit a performance bond the same as is done with other contracts.

Secretary

FAQ:dr

RECEIVED
AUG 26 1948
FOR FILING

33-H207
3022

August 23, 1948

Mr. Sam Hansen
Box 668
Madras, Oregon

Dear Mr. Hansen

Loyd Gaikins, Contract No. 3022

We have today received from Mr. W. E. Chandler, Division Engineer at Bend, your letter of August 16 in which you state that Loyd Gaikins and Company owe you $275.70 for work performed in June for fill and replacement work on the Columbia River Highway near Mile Post 96.

Neither the semi-final nor the final estimates have as yet been received on this job. Your claim will be entered on our records and we also will notify the surety, who is Mr. C. E. Maddock, Loyalty Building, Portland 4, representing the Metropolitan Casualty Insurance Company of New York.

For your convenience we are attaching hereto an excerpt from the Oregon law which will guide you in case you wish to file your claim with the Secretary of State.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Mr. Wm. E. Chandler
Mr. Dean Swift

NOTED ON CARD
8-23-48 mjk

Attention Mr. Chandler

Am unable to answer the question.

Dwight.

Box 868
Madras, Oregon
August 16, 1948

RECEIVED
AUG 19 1948
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Oregon State Highway Commission
Mr. Dean Swift, Resident Engineer
The Dalles, Oregon

Dear Mr. Swift:

On June 18, my 1943 Federal truck was employed by Loyd Calkins and Company who had a contract with the Oregon State Highway Commission at The Dalles, Oregon. Upon completion of the work on June 24, I failed to receive a check for the earnings of the truck amounting to $175.78.

I have made several demands for payment on Loyd Calkins and Company and to date have failed to receive payment of the amount due. Unless this money is forthcoming within the next ten days, it will be necessary for me to take legal action.

I would like to know if there was a bond covering this particular contract that Mr. Calkin had and if so I would like to have the name of the bonding company. Thanking you for any information you may give me, I remain,

Very truly yours,

Sam D Rawson

Sam D. Rawson

no semi-final yet
1875.00 claimed on 7-5-48
$6200 to complete, quantity over-run.

Swift
Suggest leave to Mr Calkins

RECEIVED
AUG 20 1948
OFFICE OF
DESTINATION ENGINEER

Contract 3022

NOTED ON CARD

Form E-1—SE—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 25,1948, 19....

Section 5 Mile Rapids - Dune — Kind of work Grading (detour)

Highway Col. River — Section prefix 33-4207

Contractor Lloyd Coulkins (Force account) — Contract number 3022

Date of Contract ....., 19.... — Date of completion ....., 19....

Date work started ....., 19.... — Estimated date of completion ....., 19....

Amount of contract $..... — Per cent of time elapsed .....%

Estimated cost of completed project, exclusive of engineering . . . . . $.....

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date $....., ...% — Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished widening places near MP 96 where roadbed had washed out and placed some crushed materials on the connection to the original roadbed at MP 97. The above work, done on a yardage basis, was all finished by noon Thursday. Two men are still working, moving a private telephone line belonging to Seufert Bros., which was disturbed by the detour at MP 97. This telophone work will be finished on Saturday of this we k.

Mr. W.C.Williams, and H.Stoddart were here on Wedensday of this week looking over the flood damage. A survey crew is going ahead on a permenant line revision MP 96 to 98, and will have the field work done next week.

NOTED
H. W. LIBBY

RECEIVED
JUN 28 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed Dean Dunft.

Address .....

Original copy to Division Engineer and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
H. W. LIBBY

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 17 1948
FOR FILING

33-4907

3022

June 14, 1948

3022

See: File #3022 Contract

Mr. Loyd Calkins
Oceanlake
Oregon

Dear Sir:

I enclose herewith a fully executed copy of an agreement between the State Highway Commission and yourself, providing for the constructing of a fill and the replacement of the broken section of the Columbia River Highway between Mile Posts 9592 and 96.47.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

REFERRED TO
BY SECRETARY

OFFICE COPY

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 7, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. A. W. Schaupp

Mr. Ben R. Chandler

Attached for your approval are two copies of an agreement with Loyd Calkins and Company providing for the constructing of a fill and the replacement of the broken section of the Columbia River Highway between Mile Points 95.92 and 96.47.

This agreement has been drawn as an emergency measure in connection with the flood damage caused by the Columbia River and it is our understanding that this agreement was orally approved by you over the phone this morning.

H. B. Glaisyer

Secretary

FAQ:dr
Enc.

cc - Mr. F. A. Query

RECEIVED
JUN 9 1948
FOR FILING

33-4207

3022

Salem, Oregon
June 7, 1948

#3022

Mr. George Neuner

Please add a provision to the contract to be prpeared between the Oregon State Highway Commission and Loyd Calkins & Company, as follows:

There are other sections of highway in the immediate visinity that have been innundated by flood waters of the Columbia River and it may be necessary to make certain repairs to the innundated sections. The contractor agrees to make repairs to adjacent section of the Columbia River Highway if required, at the same price of $1.50 per cubic yard for talus materials in place, provided that a haul adjustment shall be made on the basis of 12 1/2 cents per yard mile.

W. C. Williams

WCW/ds

Salem, Oregon
June 7, 1948

Mr. George Neuner

Will you please prepare a form of agreement to be entered into between the Oregon State Highway Commission and Loyd Calkins & Company, contractor, wherein the Highway Commission awards a contract to Mr. Calkins to repair a broken section of the Columbia River Highway between MP 95.92 and MP 96.47.

The broken section is to be restored to original grade line by filling talus rock obtained from a talus slide rock deposit adjacent to the Columbia River Highway at MP ~~[illegible]~~ 111

The contractor is to place the talus material to repair the highway at a price of $1.50 per cubic yard truck measure at the point of deposit. The State will do the necessary paving work.

Mr. Calkins carries public liability and damage insurance in the amount of $50,000/$100,000 and this insurance shall be made applicable to this particular contract.

Insofar as possible the contractor shall work continuously until the highway break is repaired.

The payment of $1.50 per cubic yard shall comprise full and complete payment for the work to be performed by Mr. Calkins, which work shall include the leveling and smoothing of the embankment materials.

W. C. Williams

WCW/ds

Salem
6/7/48
8:50 AM

CHALLIS

[redacted]-OUT BETWEEN MP 95.92 and 96.47 - COLUMBIA RIVER HIGHWAY
[redacted] ROCK MP 87.6; TALUS SLIDE ROCK MP 87.1
WILL USE 90% FROM THE LATTER.

CHALLIS WILL BE IN YOUR OFFICE OR MR STIFFLER'S THIS MORNING

CHANDLER

HYDIOCRAM

26-4208 (Force) Construct Timber Trestle,
Pacific Highway.

3023 1948

RECEIVED
MAR 18 1949
FOR FILING

26-4208
30.23

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

MARCH 17, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	3187	3023	1 POST-FINAL	GEN'L CONSTR. CO.	30.00	346331	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

MR. GLAISYER:

THE FIRST FINAL PAY'T WAS MAILED OUT ON THIS CONT. FEB. 2.

AAW

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

NOTED ON CARD
3-17-49 gr

RECEIVED
JUN 8 1949
FOR FILING
ALASKA
MONTANA
OREGON 26-4208
IDAHO
WASHINGTON
3023

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

March 9, 1949

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project ER-ERI-2(1), Union Avenue and Denver Avenue Section of the Pacific Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

PR 1 (Revised 1946)

WIA8 pr 7634

State [redacted]

[redacted] Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of March, 1949,

by and between The Oregon State Highway Commission

[redacted], constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of July, 19[redacted], a program, which was approved on the [redacted] day of June, 19[redacted], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of June, 19[redacted]; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of [redacted]

[redacted]

dollars ([redacted]) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State [illegible] Chapter 175, Laws 1937; Chapter 31, Laws 1939; [illegible] Chapter 359, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 77+38 on Union Avenue in the SE 1/4, Section 3, T. 1 N., R. 1 E., W.M., and survey station 77+85 in the SE 1/4, Section 4, T. 1 N., R. 1 E., W.M., except stations 74+15 - 68+88, 67+88 - 53+18, 50+38 - 47+73, and 70+18 - 74+25,

_____, length 0.340 miles, in Multnomah County, being Oregon Highway / Belle project No. M-NH-6(1) consisting of 0.297 miles of roadway and two bridges, each of more than 20 feet clear span, [illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

UNITED STATES ... DISTRICT ...

B-4

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1947; Chapter 51, Laws 1949; Chapter 389, Laws 1949. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 77+79 on Union Avenue in the SE 1/4, Section 3, T. 1 E., R. 1 E., W.M., and survey station 79+65 in the SE 1/4, Section 4, T. 1 E., R. 1 E., W.M., except stations 71+45 - 60+00, 67+00 - 73+10, 75+75 - 69+75, and 70+10 - 74+75,

, length 0.340 miles, in Multnomah County, being Oregon Highway / Relief project No. M-SEC-2(1) consisting of 0.277 miles of roadway and two bridges, each of more than 20 feet clear span, [illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11579-2

MAR 3 1950 CR DISTRICT 3

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ one hundred seventy-six thousand and 00/100 _____ dollars ($ 176,000.00), which does not exceed the authorized Federal pro rata share of _____ two hundred eighty-four thousand and 00/100 _____ dollars ($ 284,000.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

Chapter 329, Laws 1929.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [signature]

[redacted]
(Title of officer)

RECOMMENDED FOR APPROVAL:

[signature]
STATE HIGHWAY ENGINEER

By [signature]

[redacted]
(Title of officer)

Attest:

[signature]
SECRETARY

By [signature]

[redacted]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [signature]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

MAR 3 1943

be found in the agree-
year first

February 4, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of January 28, we are sending under separate cover six blue line prints for the Union Avenue-Denver Avenue Flood Damage Project No. BR-XXI 2 (1).

We are also sending four copies each of the bond forms for Contracts Nos. 3023 and 3024, which contracts cover the work performed on this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JGH/ge

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 28, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming our recent conversation with Mr. Nash, you are advised that the following items are needed to complete the P.S.& E. submission for Oregon Project ER-ERI 2(1), Union Avenue and Denver Avenue:

6 sets of small plans.

1 photostat or certified copy of bond for Parker-Schram contract.

1 photostat or certified copy of bond for General Construction Company Contract.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

January 14, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Union Avenue-Denver Avenue Flood Damage Project No. ER-2 (1).

We are sending under separate cover the following items:

1 Set of Full Size Plans
6 Copies Contract No. 3023
6 Copies Contract No. 3024
6 Copies Specifications and Details
6 Copies Extra Work Order No. 1, Contract No. 3024
6 Copies of three Orders for State Force Work, covering miscellaneous work performed by state forces

The six copies of small size plans will be sent in the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

Oregon State Highway Department

Emergency Relief
Project No. ER-2 (1)

UNION AVENUE-DENVER AVENUE FLOOD DAMAGE PROJECT
ON THE PACIFIC HIGHWAY EAST AND PACIFIC HIGHWAY WEST
IN MULTNOMAH COUNTY

(Estimate as basis for project agreement.)

Salem, Oregon, January 14, 1949

Term Code No. 4201
Length of Flood Damage to Roadway
Union Avenue (Sta. 3252 to 3540)(Sta. 67+00 to 68+00)
(Sta. 1+45 to 7+25)
Denver Avenue (Sta. 6015 to 7010)(Sta. 74+25 to 79+25)
(State Contract No. 3024)

Work Performed on Agreed Unit Price Basis

135,064	cu. yds.	Pit-run Rock, Truck Measure	$ 0.10	$ 13,506.40
1,389	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	2.00	3,089.20
2,150.5	tons	Class "B" Asphaltic Concrete	7.00	15,053.50

Price Agreement No. 2

1,389	cu. yds.	3/4" - 0" Crushed Rock in Leveling Course	1.19	1,698.47
2,150.5	tons	Class "B" Asphaltic Concrete	0.62	1,333.31
				$ 35,440.88

Forces Account Work

All Required	Extra Work Order No. 1 (Pumping Water from Underpass)		$ 4,383.40
All Required	General Forces Account Work (Cost Plus Fixed Fee Basis)		156,282.72
			$160,666.12

Work Performed by State Forces

All Required	Search of Fill Areas for Bodies, Care, Etc.	$	825.50
All Required	Flagging, Patrolling, Setting Barricades, Sanding Hiking, Replacing Guard Fence, Light Post, Etc.		18,590.00

All Required	Repair Settled and Uneven Places on New Pavement	$ 5,000.00
		$ 24,415.90
	Subtotal	$220,320.90
	Engr. & Contingencies	21,679.10
		$242,000.00

Item Code No. 1202
Union Avenue Overcrossing (Sta. 66+20.16 to 67+58.16)
Lewis Addition Unit (Cook Plan Fixed Fee Basis)
(Contract No. 3026)

All Required	Construct Timber Trestle Overcrossing Structure	$ 29,692.68

Item Code No. 1203
Union Avenue Overflow Bridge (Sta. 74+45.34 to 75+27.34)
Lewis Addition Plan Fixed Fee Basis (Contract No. 3026)

All Required	Construct Timber Trestle Span	$ 8,739.35
	Subtotal	$ 38,432.03
	Engr. & Contingencies	3,567.97
	Total	$ 42,000.00

Length of Roadway	0.297 mile
Length of Bridges	0.063 mile
Total Length	0.360 mile
Cost per mile, Roadway	$814,814.81

SUMMARY OF FUNDS

Item	Total Cost	Emergency Relief Funds	State Funds
Roadway	$242,000.00	$149,972.00	$ 92,028.00
Bridges	42,000.00	26,028.00	15,972.00
	$284,000.00	$176,000.00	$108,000.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

[redacted]

[redacted]

Contract No. 3024

Equipment Rental (Fully Operated)	$112,788.14
Pay roll and Operators Overtime (Incl. F/L Taxes and Ins.)	24,620.96
Bond Premium	477.94
Excess F/L and P/D Ins. on Hired Trucks	1,759.46
Miscellaneous	6,636.24
Contractors Fixed Fee	10,000.00
	$156,282.72

Contract No. 3023

Union Avenue Trestle

Piling	$ 592.00
Lumber	3,686.90
Hardware	274.41
Labor and Pay roll Ins.	3,139.87
Equipment Rental	991.67
Supplies, Etc.	125.41
Bond Premium (Prorated)	33.90
Fixed Fee (Prorated)	565.29
	$ 9,739.35

Denver Avenue Underpasses

Piling	$ 3,287.40
Lumber	10,639.44
Hardware	1,279.85
Labor and Pay roll Ins.	10,176.53
Equipment Rental	1,798.39
Supplies, Etc.	465.44
Bond Premium (Prorated)	116.39
Fixed Fee (Prorated)	1,938.41
	$ 29,692.60
	$ 39,432.03

1-A

PR 47-A
(Revised 10/47)

PUBLIC ROADS ADMINISTRATION

STATEMENT OF MATERIALS AND EMPLOYMENT

(To Accompany Final Inspection Report)

Total cost of project (1) Roadway, $ [redacted]
(2) Bridges, $

Total cost of all construction (1) Roadway, $ [redacted]
(2) Bridges, $

Total cost of all materials (Exclusive of supplies) (1) Roadway, $ [redacted]
(2) Bridges, $

Total length of project (1) Roadway, Mi. [redacted]
(2) Bridges, Mi.

State [redacted]

Project No. [redacted]

Date started [redacted]

Date completed [redacted]

Number of structures over 20-foot span [redacted]

Code	Materials: Class	Unit	Roadway (1): Quantity	Roadway (1): Cost	Roadway (1): Av. Unit Cost	Bridges over 20 feet (2): Quantity	Bridges over 20 feet (2): Cost	Bridges over 20 feet (2): Av. Unit Cost
1	Cement	Bbl						
2	Aggregates purchased	Cu. yd	[redacted]	[redacted]	[redacted]			
3	Bituminous material	Gal				[redacted]		
4	Lumber	M ft. b. m						
5	Timber piling	Lin. ft						
6	Metal culvert pipe	Lb						
7	Reinforcing steel	Lb						
8	Structural steel	Lb						
11	Ready-mixed concrete	Cu. yd						
12	Premixed bituminous paving materials	Ton	[redacted]	[redacted]	[redacted]			
13	Concrete culvert and drain pipe	Lin. ft						
14	Clay pipe and tile	Lin. ft	[redacted]		[redacted]			
15	Aggregates produced	Cu. yd						
	SUPPLIES CONSUMED							
9	Petroleum products	Gal	[redacted]	[redacted]				
10	Explosives	Lb						
	Grand Totals							

EMPLOYMENT

Code	Total employment reported on pay roll and Form Emp. 200	Man-Hours	Wages Earned (Total earned, without deductions)
		[redacted]	[redacted]

Remarks:

U. S. GOVERNMENT PRINTING OFFICE 16—43737-4

1-A

DENVER AVENUE UNDERCROSSING

Drawings No. 7778 and 7779

2-19', 2-31' and 2-19' Timber Trestle Spans on Treated Piling

56'-0" Roadway and one 5'-0" Sidewalk

Material				
Piling	4070 Lin. Ft.		$ 3,287.40	
Lumber	126.701 MFBM		10,761.12	
Hardware			1,281.10	15,329.62
Equipment				1,831.12
Labor				10,196.97
Supplies, etc.				399.38
Bond Premium (Pro-rated)				116.10
Fixed Fee (Pro-rated)				1,934.41
		Total		$29,807.60

UNION AVENUE OVERFLOW BRIDGE

Drawings No. 9161 and 9162

4-23', Timber Trestle Spans on Untreated Piling

32'-2" Roadway and one 2'-4" Sidewalk

Material				
Piling	1850 Lin. Ft.		$ 592.00	
Lumber	39.746 MFBM		3,019.61	
Hardware			274.53	3,886.14
Equipment				991.63
Labor				3,145.60
Supplies, etc.				125.40
Bond Premium (Pro-rated)				33.90
Fixed Fee (Pro-rated)				565.59
		Total		$ 8,748.27
Total Construction Costs - both Bridges				$35,555.87
Engineering				1,237.14
		Entire Cost		$36,793.01

ER-2

State Force Work Project #6-4209

On Salem Books (12/15/48)

Cont. # 252	A.C. Pavg.		$5,600.40
" 263	6d. Rail & Sight Posts		18.45
" 279	Misc.		~~14,846.74~~
" 900	Engrg.		5,230.45

from A.G. Skelton – 12/16/48

Cont # 279 (Includes some to be transferred to 263)			$19,000.—
Anticipated Extra			
Steel Planks	—	6,000 –	
500 @ 3	6d. Rail	— 1500 –	
80 @ 6	Sight Posts	— 500	
200 @ 7+	Slope Paving	— 1500 –	9,500 –
			$39,349.30
	from D. 1	—	232,882.85
	Total	—	$272,232.15

12/16/48

RECEIVED
FEB 23 1949
FOR FILING

Files

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

ERI 2(1)
3023

February 21, 1949

ER-ERI-2(1), Denver and Union Avenue

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith are approved copies of the following work orders:

EWO No. 1	dated September 9, 1948
SFWO	dated October 7, 1948
SFWO	dated August 12, 1948
SFWO	dated August 13, 1948
SFWO	dated September 9, 1948

F.O.E. 2 - 9, 1948

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

RECEIVED
FEB 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1949
FOR FILING

26-4208
3023

February 16, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Cross Referenced To:
26-4209
#3024

Dear Sir:

Reference is made to your inquiry of January 28, concerning the completion date for the Union Avenue-Denver Avenue Flood Damage Project No. [redacted]-2 (1).

Please be advised the completion date for contract No. 3023 was October 20, 1948, and that for contract No. 3024 was August 11, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

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FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

February 15, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposals, including special provisions for Oregon Project ER-ERI 2(1), Union Avenue and Denver Avenue Section of the Pacific Highway.

Very truly yours,

W. H. Lynch
Division Engineer

Encls.

RECEIVED

SPECIFICATIONS AND DETAILS

UNION AVENUE-DENVER AVENUE

FLOOD DAMAGE PROJECT

Pacific Highway East (US 99E) and Pacific Highway West (US 99W)

Multnomah County, Oregon

Federal Project No. ER-2

DESCRIPTION OF WORK

On May 31, 1948, and immediately subsequent thereto, flood waters of the Columbia River washed out, destroyed and/or damaged portions of the Pacific Highway East (Union Avenue) and the Pacific Highway West (Denver Avenue) between the north corporate limit of Portland, Oregon and the interstate bridge over the Columbia River at the Oregon-Washington State boundary.

In the interests of the general public and to speedily restore highway traffic under the emergency, contracts were entered into as follows:

1. Contract No. 3023 with the General Construction Company to (a) construct a new 92-foot timber pile overflow trestle between Stations 74+45.94 and 75+37.94 on Union Avenue, and (b) to construct a 138-foot timber pile trestle between Stations 66+20.16 and 67+58.16 to replace a similar structure destroyed by the flood.

2. Contract No. 3024 with the Parker-Schram Company to perform the following items of work on the destroyed and/or damaged portions of Union Avenue and Denver Avenue:

   a. Furnish and place pit-run rock and/or gravel for roadbed embankment reconstruction and repair.

   b. Furnish and place 3/4" - 0" crushed rock in base, leveling course and shoulders.

   c. Furnish and place plant-mix asphaltic concrete in pavement, Class "B" mix.

These structure and roadwork construction items were undertaken at five separate locations on Union Avenue and at three separate locations on Denver Avenue, as indicated on the accompanying plans.

In addition to the contract items above set forth, considerable work of an emergency and necessary nature was undertaken and performed by state forces in correlation with the above described contracts. This state force work included diver's services to search the washout area on Denver Avenue between Stations 64 and 70 for bodies and cars prior to

To expedite opening the routes to traffic, the contractor who was engaged on road repair work was urged to work continuously and, after traffic was routed through on the pit-run fill material, to place the rock base and leveling course, and the asphaltic concrete pavement under extremely heavy and burdensome traffic conditions. He was also instructed to place and later remove sandbag dikes and to pump water from the underpass structure on the Denver Avenue-Swift Road connection at Station 74+60 to thus expedite its earlier use by traffic.

To facilitate early opening of the sections to traffic, some 75,000 pounds of war surplus steel plank (landing mat) was furnished by the State and placed by the Parker-Schram Company on certain roadway sections on Union Avenue and Denver Avenue, as shown on the plans.

The major portion of all work performed was done under high-water conditions and under emergency conditions requiring extraordinary effort and vigilance on the part of those engaged in the work.

RECEIVED
FEB 10 1940
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 1, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal authorization as of this date to proceed with the negotiation of contracts and to perform such force account work as is necessary for the repair and reconstruction of highway and bridge flood damage on the Union Avenue and Denver Avenue section of the Pacific Highway, subject to the submission of plans, specifications and estimate at as early a date as possible.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

REFERRED TO
Mr. Williams
by Chief Engineer

What is this about?

The Exp

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 1949
FOR FILING

26-4208

3023

February 4, 1949

General Construction Company
General Contractors
4850 N. W. Front Avenue
Box 3860
Portland 8, Oregon

Attention: Mr. A. L. Underwood, Assistant Secretary

Dear Mr. Underwood:

I have just received your letter of February 3, 1949, transmitting the bond required in connection with your Contract No. 3023, with the State Highway Commission, for construction of a timber piling trestle, at the north end of Union Avenue and Denver Avenue, in Portland. The bond is satisfactory. I wish to thank you for sending it. I also wish to thank you for the credit memorandum cancelling your previous charge of $150, which is being replaced by a new invoice in the amount of $180. The new invoice is being placed in line for payment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ef

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

February 3, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Attention - Mr. Glazier

Gentlemen:

We are sending you herewith contract Bond covering the reconstruction of the Denver Avenue Bridge together with invoice covering the premium on this bond. We are also sending a credit memorandum to cancel the charge of $150.00 which we charged on our invoice #10-15, which was charged in error.

Trusting this will take care of this matter to your satisfaction, we are

Yours truly,

GENERAL CONSTRUCTION COMPANY

By A. L. Underwood
Asst. Secy.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

INVOICE

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS
4850 N. W. FRONT AVENUE
P. O. BOX 3860

Portland, 8, Oregon, January 31, 1949.

TO Oregon State Highway Commission,
Salem, Oregon.

Invoice No. 1490

TERMS NET

Contract Bond covering reconstruction of Denver Avenue Bridge and construction of a timber piling trestle on Union Avenue Fill, Portland, Multnomah County, Oregon, per copy of invoice attached hereto

June 8, - O. A. Tennesons & Sons ... 180.00

18.00

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 28, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. and project agreement documents for Oregon Project No. ER-ERI-2(1), Union Avenue and Denver Avenue Section of the Pacific Highway, have been recommended for approval for use as a basis for the project agreement.

Inasmuch as final costs are now available, it will be appreciated if the final voucher is submitted promptly.

Please advise us of the date of completion of work.

Very truly yours,

T. M. TRVIS
District Engineer

O.S. 2.1.49 - 3023
3024

RECEIVED
FEB 9 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 31 1948
FOR FILING

26-4208

December 30, 1948

Central Surety and Insurance Corp.
P. O. Box 207
Kansas City 10, Mo.

Gentlemen:

This is advise you that State Highway Contract No. 1023 for work on Union and Denver Avenues in Portland has been completed by the contractor, General Construction Company, and that final payment in the amount of $38,432.03 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $38,432.03, and that no force account work was performed on the job. This contract has not been accepted by the Highway Commission as yet but anticipate that it will be accepted at the Commission Meeting to be held the latter part of January.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
12-30-48 gl

RECEIVED
OCT 29 1946
FOR FILING

26-4-2.8
3025

Salem, Oregon
October 28, 1946

Mr. G. S. Paxson
Bridge Engineer

Dear Sir:

The FHA is anxious to have us submit the P. S. & E. for the flood damage project on Union and Denver Avenues north of Portland.

Information is complete for the road work but we seem to have nothing on the structural work. Could not something be done to expedite this?

The information required consists of plans showing all work performed in much the same manner as would have been necessary if we had called for bids on the work on a unit price basis; also, a complete summary of the cost of the work showing separately the amounts paid to contractors and paid out on state force work with such break down and explanation as might reasonably be expected in a billing for work of this nature.

Pressure should be put on the General Construction Co. to have them get in their billings without further delay.

Please let me know what action can be expected so that I can convey the information to the FHA.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

SHP/gs

RECEIVED
SEP - 1 1948
FOR FILING

AGENDA
JUN 2 5 1948

4 A V

26-4208

2123

Confirm award of contracts 5

Pauley-Petroleum Co.

General Const Co

Lloyd Corbin

Emergency water pump

and 5 Cal. Gas Flood conditions.

S+C

Mr. Williams

FORM E 205C 5M 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1948

SUBJECT:
Dike Trestles near Vanport

To:
Mr. W. M. Devers
Chief Counsel
Office

NOTED
W. C. WILLIAMS

L

Dear Sir:

We are entering into a cost-plus-fixed-fee contract with the General Construction Company of Portland to build two pile trestle bridges, one in the break through the Denver Avenue dike at the side of the traffic interchange leading to West Vanport, and another at the break in the Union Avenue dike near the Outdoor Moving Picture theatre.

These breaks in the Denver Avenue and Union Avenue dikes occurred May 31 and have cut off all travel between Portland Vancouver, Washington, via the Interstate Bridge. It is of extreme importance that the roadways be reopened to traffic, and in the interests of speedy replacement, this agreement with the General Construction Company has been made.

WORK TO BE DONE:

The contractor, who has examined the site and familiarized himself with conditions under which the work is to be done, is to do all work and furnish all material for the building of a timber pile trestle consisting of two 31-foot spans over the lower roadway with two 19-foot spans at each end of these roadway spans; the trestle to have a total length of 138 feet and to have a roadway width of 56 feet, with a sidewalk on the east side, and to be built at the same location as the trestle which formed a part of the traffic interchange into West Vanport.

He is also to build a timber trestle at the north end of the break in the dike on Union Avenue, which trestle is to consist of four 23-foot spans with a roadway width of 30 feet.

INSURANCE AND BOND:

The contractor is to carry public liability and property damage insurance in an amount of not less than $200,000, which shall be specifically endorsed to protect the State from any claims arising from the work to be done by the contractor. The contractor shall carry Workmen's Compensation with the State Industrial Accident Commission. The contractor shall furnish a bond in the amount of $30,000 guaranteeing the payment of all bills for labor, material, or other costs incurred in connection with the work.

PAYMENT TO THE CONTRACTOR:

The contractor shall be paid a fixed fee of $2,500, which shall cover his profit, overhead, his personal supervision, an option for the use of all equipment needed for the work, the furnishing and use of small tools, and such other miscellaneous costs as are not otherwise provided for hereinbelow. This fixed fee shall be paid the contractor upon completion of the work provided for hereinabove.

The contractor shall be paid his entire labor cost including the amounts paid by the contractor for social security and unemployment insurance and for Industrial Accident insurance.

The contractor shall also be paid the percentage of the pay rolls actually paid by him for personal liability and property damage insurance. The contractor shall be paid the cost of all materials entering into the construction of the trestles. In case the contractor uses materials from his own stock, he shall establish the cost by copies of invoices for the purchase of these materials or by copies of quotations obtained upon material of identical nature to be purchased by him to replace the material furnished from his stock.

The contractor shall be paid rental on all power-driven equipment, these rentals to be in accordance with the established schedules of the Portland Chapter of the Associated General Contractors. The contractor shall also be paid the premium actually paid him for the bond required.

Under the fixed fee, the contractor shall furnish small tools necessary to properly do the work. These shall be furnished without charge to the State, but the contractor shall be reimbursed for tools lost or broken in the conduct of the work. The payment to the contractor shall be based on his actual net cost and shall not include any allowance for his overhead or handling, which costs are included in the fixed fee. The payments to the contractor will be made on completion of the work.

The contractor is expected to work continuously until the job is completed, furnishing sufficient men and arranging the schedules to hold overtime work to a minimum, but he will be permitted and required to work Saturdays and Sundays at wage rates set up by his agreements with the labor unions involved.

The work of replacing these trestles started Tuesday, June 1, and it is expected that all work will be completed not later than Tuesday, June 15.

It is requested that you prepare a contract for execution by the General Construction Company of Portland and the State Highway Commission.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams

EVIDENCE

Mr. J. F. Doane - 5

Press release
Jan 12th

The State Highway Commission today approved a contract with General Cost Co and Parker Schram Co- for rebuilding the highway ~~pavement~~ washed out by Columbia River floods on Denver and Union Avenues- Work will start tomorrow and it is expected that traffic may be permitted to flow within 10 days to two weeks. ~~It is expected that the~~ Public Roads administration with ~~D~~ federal relief funds will cooperate in the cost of the work

State Highway Engineer
NOTED

RECEIVED
AUG 5 - 1948
FOR FILING

26-4208

3023

August 5, 1948

General Construction Company
P. O. Box 3844
Seattle, Washington

Gentlemen:

I enclose herewith, for your records and files, a fully executed copy of an agreement between the State Highway Commission and General Construction Company, covering replacement of a wooden [illegible] Gulf Secondary Highway in North Portland.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CW
encl. 1

RECEIVED
JUL 28 19[illegible]
FOR FILING
24-4208
3023

July 23, 1948

Memorandum to the State Highway Commission

Attached for your approval are four copies of an agreement with the General Construction Company for the replacement of a vacated cut section of the Swift Secondary Highway in North Portland. This matter was considered and approved by the Commission late in the afternoon on June 29, as an item not on the agenda.

Fifty-five thousand cubic yards of embankment was estimated as necessary to make the fill, the cost to be fifty-five cents per cubic yard.

The insurance and bond as required in the agreement have been furnished.

Secretary

Fl@dr
Enc.

cc - Mr. Floyd Query

RECEIVED
JUL 16 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

26-4208

3023

Portland, Oregon
July 2, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am enclosing herewith three line profile and typical cross section for the fill replacement on the Swift Secondary Highway, caused by the Smith Lake wash out in the S. P. & S. railway embankment and our grade opposite Vanport. We would like to have about six prints from this tracing.

Our quantities on the fill surfacing and pavement replacement between Station 59+00 and 69+66 amount to 47,000 cubic yards of hydraulic fill, 1000 cubic yards of selected pit run topping, 150 cubic yards of 3/4 minus leveling course, and 500 tons of Class ~~AP~~ asphaltic concrete.

General Construction Company started pumping our hydraulic fill last night, and I believe are planning on coming up to about water level on both our fill and the S. P. & S. fill concurrently.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams
Lowell Johnston

RECEIVED
JUN 18 1948
FOR FILING

Files
Contract #3023

26-42e8

#3023

June 15, 1948

General Construction Company
4850 N.W. Front Avenue
Portland
Oregon

Gentlemen:

I enclose herewith, for your record and files, a fully executed copy of an agreement between the State Highway Commission and your Company, providing for the installation of timber piling trestle construction at the north end of Union Avenue and on Denver Avenue at the traffic interchange to West Vanport.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl
encl. 1

REFERRED TO
BY SECRETARY

OFFICE COPY

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 8, 1948

IN REPLY PLEASE
REFER TO FILE

Memorandum to the State Highway Commission

OFFICE COPY

Attached for your approval are four copies of a cost plus agreement with the General Construction Company providing for the installation of timber piling trestle construction at the north end of Union Avenue and on Denver Avenue at the traffic interchange to West Vanport.

This agreement was entered into as a result of the damage done to the highway by the Columbia River flood and has been approved by R. H. Baldock, State Highway Engineer, and J. M. Devers, Chief Counsel.

H. B. Glaisyer

Secretary

FAQ:dr
Encs.

cc - Mr. Floyd Query

REFERRED TO [redacted] - Mrs Lewis
BY SECRETARY

Keep "Wire cy's"
send 1 signed cy & contracts
balance to Baldock

26-4209 (Force) Repair Union-Denver Ave.
Flood Breaks, Pacific Hwy.

#3024 1948

RECEIVED
APR 21 1950
FOR FILING

26-4209

3024

April 19, 1950

Mr. T. H. Davis, District Engineer
Department of Conservation
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of April 17, concerning possible salvage credits on tools purchased by the contractor in connection with the Denver Avenue-Dillon Avenue Flood Damage Project, EXHIBIT 2 (1).

The tools purchased by the contractor were supplemental for tools originally furnished by the contractor and lost or destroyed in the performance of the work without negligence on the part of the contractor or his employees. Allowance to the contractor for tools so purchased were made under the provisions of Article 8 of the contract which provides inter alia "that for the loss of small tools where such loss is not chargeable to the negligence of the Contractor or his employees, the State shall reimburse the Contractor for the reasonable value of such tools."

A summarization of the tools so purchased and claimed for is as follows:

	Number	Amount
Crowbars, wrench, screwdriver, pipe, vise	32	$ 84.26
Ball peen hammers	4	5.08
Sledge-hammers	3	11.65
Socket drivers	4	4.98
Flashlights	4	11.55
Trowels	2	1.19
Mauling bar	1	2.22
Bar clamps	4	6.80
Oil cans	3	16.65
Water bags	43	14.18
		$168.13

The first thirty books were purchased by engineer books both would, of course, preclude any later claiming of the books by the State or the claiming of any salvage credits.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SEP:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 17, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with the final voucher for Oregon Project No. ER-ERI 2(1), Denver and Union Avenues in Portland, the auditor has brought up the matter of tools used on the project.

The auditing officer is out of town at the present time but his report indicates that your Division Engineer at Portland was to furnish a list of the tools recovered, showing their condition and, if possible, the number lost or worn out on the project.

If information of that character is not available we will at least need a definite statement from you regarding the value, if any, of the tools that were salvaged before we can recommend payment of the voucher. There is in our files, a copy of Division Engineer Skelton's January 27 letter to Mr. Probert, concerning the value of salvaged electrical equipment. However, no mention was made therein of tools which were salvaged.

Very truly yours,

T. M. DAVIS
District Engineer

By: C. G. Polk
C. G. Polk
Sr. Highway Engineer

RECEIVED
APR 3 - 1950
FOR FILING

ERI-2 (1)
3024

March 30, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of January 31, concerning allowance to contractor for repair of damage to a trunk used on Oregon Project No. RB-NEI-8 (1), Denver Avenue and Union Avenue in Portland.

The situation with respect to this item is explained fully in the attached copy of letter from the contractor. We believe the statements made in that letter to be true and it is our opinion that these statements clearly establish the eligibility of the item for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

SHPigs

Encl.

Copies to 5-6-7- to 9 10 11

...L A. SCHRAM

PARKER-SCHRAM COMPANY

GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

March 28, 1950

Mr. Lowell A. Johnson
Resident Engineer
Oregon State Highway Commission
P. O. Box 4644
Portland 2, Oregon

Dear Sir:

Reference is made to your letter of February 10 concerning charge of Western Jobbers, Inc. under date of June 7, 1948 in the amount of $200.04 for repairs to dump truck owned by C. Hadden included in the final billing of our Contract No. 3024 with the State Highway Commission for the repair and restoration of flood damage to highway grade and pavement on the Denver Avenue section of the Pacific Highway west and the Union Avenue section of the Pacific Highway east in Multnomah County.

We note that the Bureau of Public Roads have taken exception to this charge and suggest that the repairs could have been covered by insurance as outlined in either Paragraph 8 or 9 of the contract, whichever is applicable.

Paragraph 8 of our contract provides as follows:

> "The Contractor may at its option carry insurance on the Contractor's equipment, supplies and materials in such amounts as to the Contractor may be adequate to provide protection against loss by fire, collision or destruction from any cause; provided that should the Contractor fail to carry such protection any loss sustained shall be the Contractor's individual and personal loss in so far as the State is concerned; and provided further that for the loss of small tools where such loss is not chargeable to the negligence of the Contractor or his employes the State shall reimburse the Contractor for the reasonable value of such tools."

You will note that this clause specifically conveys the option to carry insurance on the "Contractor's equipment" and the "Contractor" under this contract is Parker-Schram Company. We interpret this requirement to imply the usual form of Contractor's Equipment Floater Policy and we did carry such insurance in the total amount of $160,000. at that time which protected our equipment against the usual hazards covered by a policy of that type including collision and upsets. While we do not believe it was compulsory under Paragraph 8 of our contract this coverage also applied to rented construction equipment used

Mr. Lowell A. Johnson (Cont'd)

Portland, Oregon
March 28, 1950

on the project under policy clause that extended the protection to equipment both held by the assured in trust or for which they may be liable. However, as is also customary and in accordance with standard practice on inland marine insurance of this nature, the policy specifically excluded vehicles and hulls under the following clause:

> "It is further understood and agreed that the within policy does not insure automobiles, trucks and trailers of the commercial hauling type, or hulls."

While we assume that under our contract terms as quoted above, we were entitled to include prorata charge for this insurance protection as part of our costs on the project, no such item was included in our final billing for the work.

Paragraph 9 of our contract is certainly not applicable to the matter under discussion as it refers specifically to public liability and property damage insurance. In any event, we fully complied with the requirements thereof and provided coverage on our operations in the following limits:

Public Liability	$100,000/100,000.
Property Damage	$100,000/100,000.

and extended such protection to include members of the Oregon State Highway Commission, its officers, agents and employees, exactly as required by Paragraph 9 of the agreement.

The dump truck involved in this discussion was not our equipment - hence cannot be construed as coming within the personal loss penalty requirement of Paragraph 8 for failure to carry insurance protection even if the option to carry insurance on our equipment conveyed therein could be stretched to trucks, which we seriously doubt was ever intended by the contract terms. as Contractor's Equipment Floater Policies are never written to include licensed vehicles and such interpretation, therefore, voilates all common practice and usage.

The damage to the dump truck, the cost of which we absorbed and included as part of our charge for this work, resulted from an unusual situation for which we consider that neither the [redacted] nor the driver of the truck was in any way responsible. The accident occurred at night and the truck had been loaded at our pit, in a normal manner with material all of which passed through the shovel bucket and consequently should have passed through the tail gate of the truck at the dump. Evidently a large boulder of oblong dimension that readily passed longitudinally through the bucket and normally would have been dumped in the same manner, either became wedged sideways or with the rear end on another rock in such a manner that when the load was dumped the boulder hung up on the tail gate with the result that when the dump box lifted the load was

Mr. Lowell A. Johnson (Cont'd)

Portland, Oregon
March 28, 1950

concentrated on the rear end causing the truck to tip backwards on the rear wheels, tearing the bed loose from the frame and damaging the hoist. Certainly under the circumstances there was no evidence of carelessness on the part of our operator in loading the truck nor was there any fault or neglect on the part of the driver of the unit in dumping the load, as he could not foresee what occurred to cause the damage. It has been our policy in the past on our own work where trucks have been damaged without the fault or negligence of the driver, or where work was performed at our request involving strains or risks beyond normal, to absorb the cost of repairs and consider such expense as a part of the cost of the project. We applied the same reasoning in this case and after full explanation and discussion of the item with your auditors, included the charge as part of the cost of this work. We still believe that such treatment was entirely proper and that we were correctly reimbursed for the expenditure as an item of expense justly due from the State in the performance of our contract. Many other trucks were damaged during the progress of this work by tipping or upset. One was even submerged but these accidents were due to lack of care in operation by the driver - hence the cost of repairs were not a job expense but properly for the account of the truck owner. In the case at issue that condition did not exist.

The damage to the Hadden truck was definitely the result of an occurrence involving either collision or upset and the customary method by which insurance protection to cover these risks could have been obtained would be through the issuance of an individual truck policy on an annual basis. The cost of collision insurance even with a deductible clause is prohibitive and rarely, if ever, carried on dump trucks. Even if it had been economical and desirable to carry such insurance, the speed with which this work had to be performed and the confusion resulting from the scores of trucks that we hired from numerous owners, together with the turn-over that existed, would have made the normal method of writing such insurance impossible of accomplishment. Since receiving your letter we have checked with the San Francisco office of our insurance company and now find it might have been possible to obtain a truck collision policy on this project based on a minimum rate of 10¢ per truck hour and a minimum premium of $300. to $500. If insurance could have been obtained for this project at that rate, the cost to the State for the protection would have figured 17,504 hours at 10¢ or $1,750.40. This, of course, would have been much less than the cost on individual policy basis but even so, it would have involved an unnecessary expense many times the cost of the repairs to the Hadden truck that is the sole cost to the State at the present time resulting from such risk.

We hope we have given you the necessary information to clarify the validity of this charge but if further details are desired, please advise. Your letter was received during the writer's absence from the city, for some reason held for his personal attention and we regret the consequent delay in our reply.

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

CAS:eab

cc Mr. A. G. Skelton
Division Engineer

b-8

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 29, 1950

SUBJECT:

To: Mr. S. H. Probert
Office Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of February 1st you wrote in regard to a letter from T. M. Davis of the Public Roads Administration questioning the eligibility of an item of $200.04 for truck repairs which was included under the heading "Force Account on Fixed Fee Basis" on the Parker-Schram Company contract No. 3024 for flood damage repair on Union and Denver Avenues. With your letter you forwarded a photostat copy of the contractor's bill on which this item occurs and also a copy of the contract.

Mr. Lowell Johnston was Resident Engineer on this contract and I referred your letter to him and requested that he get the information you requested from Parker-Schram.

I am forwarding herewith original copy of a letter dated March 28th from Mr. Carl Schram of the Parker-Schram Company in which he covers in detail this item questioned by the Bureau of Public Roads. It would seem from this explanation that this item is a proper charge and would not normally come under the insurance referred to in either paragraph 8 or 9 of this contract No. 3024.

I am returning herewith the photostat and copy of the contract forwarded with your letter.

Very truly yours,

A. G. SKELTON
Division Engineer

AGS:rl

cc: Mr. Lowell Johnston

Enc.

Salem, Oregon
March 29, 1950

Mr. A. C. Shelton
Division Engineer
Box 4644
Portland 2, Oregon

Dear Sir:

Please let us have reply to our letter of February 1, re a certain truck repair item for which payment was made to Parker-Schram Company in connection with the flood damage repair project on Union and Denver Avenues.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

J. H. Probert
Office Engineer

JHP:gs

March 17, 1950

REFERRED TO
Ribert
By Asst. Chief Engr.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our January 31, 1950 letter requesting information concerning an item on the final voucher for Oregon Project No. ER-ERI 2(1), Denver and Union Avenues in Portland. The claim amounting to $200.04 is for repairs on a truck owned by Western Jobbers, Inc. and is shown on page 47 of the supporting data.

Action on the voucher is being withheld pending receipt of this information. If eligibility of the item cannot be established please so advise and the voucher will be recommended for payment in a reduced amount.

Very truly yours,

T. M. DAVIS
District Engineer

Salem, Oregon
February 1, 1950

Mr. A. G. Skelton
Division Engineer
Box 4644
Portland 2, Oregon

Dear Sir:

Please note the attached letter of T. M. Davis of Public Roads questioning the eligibility of an item of $200.04 for truck repairs which was included under the heading "Force Account on Fixed Fee Basis" on the Parker-Schram Company contract No. 3024, for flood damage repair on Union and Denver Avenues.

A photostat copy of the page of the contractor's bill on which this item occurs is attached. The item is opposite date of 6/7/48 "Western Jobbers, Inc., Hadden truck on which large boulder tore off truck bed, hoist and damaged frame while dumping at fill" $200.04.

The truck in question was apparently a rented truck under the name of Hadden. There were four trucks listed under this name as follows:

R. Hadden,	truck #94 H,	4 c.y.
C. Hadden,	truck #93 H,	4 c.y.
C. Hadden,	truck #92 H,	5 c.y.
C. Hadden,	truck #91 H,	5 c.y.

Mr. Davis' letter suggests that the repair could have been covered by insurance as outlined in either paragraph 8 or 9 of the contract, whichever was applicable. Paragraph 8 seems to indicate that the contractor would be liable for loss suffered by equipment even though the contractor did not carry insurance.

Please advise if you have any information which will clarify the validity of this item. We should know, first, why the cost is not collectable under the insurance and, second, why the cost is payable by the State under the terms of the contract.

Please return the photostat and copy of contract.

Very truly yours,

S. H. Probert
Office Engineer

RA:gs

4-15

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 31, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The final voucher for Oregon Project No. ER-ERI-2(1), Denver and Union Avenues in Portland includes $200.04 for repairs to truck owned by Western Jobbers Inc. on page 47 of the supporting data. As it appears that this damage should have been covered by the insurance referred to in either paragraph 8 or 9 of contract No. 3024, the eligibility of the claim has been questioned.

Please submit any information you may have to clearly establish the eligibility of this item under the terms of the contract.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
DEC 17 1948
FOR FILING

L-19

26-4209

3024

December 16, 1948

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, California

Gentlemen:

This is to advise you that State Highway Contract No. 3024 for work on the Denver & Union Ave. Section in Portland, Multnomah County, has been completed by the contractor, Parker-Schram Co., and that final payment in the amount of $6,129.34 will be made on or after December 27, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $203,740.75 of which amount $4,366.26 represents force account items. This contract was completed on August 11, 1948 and accepted by the Commission on September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Glens Falls Indemnity Co.
Glens Falls, New York.

Glens Falls Indemnity Co.
Ansorge & Schram, Agents
Bond Bldg,
Portland 4, Oregon

NOTED ON CARD

12-16-48 gl

RECEIVED
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FOR FILING

26-4209
#3024

b-21

November 12, 1948

Sloan Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Parker-Schram Company, on contract No. 3024, covering repair and reconstruction of flood-damaged sections on Denver and Union Avenues in Portland in Multnomah County. This payment, in the amount of $9,570.60, will be made on or after November 22, 1948. The retained percentage is $6,111.69.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ameris & Schram, Agent
Need Building
Portland 4, Oregon

NOTED ON CARD

11-12-48 GR

L-23

RECEIVED
OCT 7 1948
FOR FILING

26-4209
Force
3024

October 7, 1948

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

We wish to advise you of the intention of the State Highway Commission to make payment of Estimate No. 1 to Parker-Schram Company, on contract No. 3024, covering the repair and reconstruction of flood-damaged sections of Denver and Union Avenues in Portland. This payment, in the amount of $123,004.48, represents 97% of the amount due the contractor on this job and will be made on or after October 18, 1948. The 3% retained percentage amounts to $4,919.65.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

sl

cc: Ameris & Schram, Agent
Wood Bldg.
Portland 4, Oregon

NOTED ON CARD
10-7-48 JR

RECEIVED
OCT 7 1940
FOR FILING

26-4209
3024

la-24

October 6, 1940

Porter-Schram Company
Builders Exchange Building
Portland 4, Oregon

Gentlemen:

To eliminate uncertainty as to whether or not payment of federal transportation tax will be demanded in connection with truck haul operations on the Union Avenue-Denver Avenue Flood Damage Project (Contract No. 3024), our Chief Counsel, Mr. Bowers, requested a ruling on the matter by Hugh M. Earle, Collector of Internal Revenue.

Copies of Mr. Bowers' letter and of Mr. Earle's reply are being sent to you herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

Encl.

cc to A. G. Shelton
Mr. Clymer

C
O
P
Y

TREASURY DEPARTMENT
Internal Revenue Service
Portland 8, Oreg.
P. O. Box 3341

September 9, 1948.

Mr. J. M. Devers, Chief Counsel,
Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Dear Mr. Devers:

This acknowledges receipt of your communication of September 8, 1948, in regard to transportation tax where the State has rented trucks from a contracting firm for the transportation of road material in repair of certain highways as the result of the recent flood.

It is my opinion that this transportation of property is considered transportation of property to or from a state within the meaning of Section 3475 of the Internal Revenue Code and the hauling charges paid by the contractor would be exempt from the tax.

Very truly yours,

/s/ Hugh M. Earle

HUGH M. EARLE,
Collector.

HME/dvh

b-25

COPY

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

September 8, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. Hugh Earle, Collector of
Internal Revenue
P. O. Box 3341
Portland, Oregon

Dear Mr. Earle:

There is a controversy pending between the Internal Revenue Department and one of the State's Highway Contractors concerning the transportation tax as applied, or sought to be applied, to the transportation of road-building materials for the State. The Highway Commission has assigned to me the task of clearing up this controversy. The facts are these:

As a result of the recent flood, certain highways under the control and jurisdiction of the State Highway Commission were destroyed and the Commission, recognizing the emergency, sought to restore these highways at the earliest possible moment, and for such purpose, acted under a statute which outlines the authority vested in the Commission in cases of emergency.

One of the contracts let by the Commission for the restoration of a State highway embankment was let to the contracting firm of Parker-Schram Company. The contract required the contractor to haul materials, which had become the property of the State, and deposit the same on the highway in question so as to restore the damaged embankment. The contractor did not have sufficient trucks of his own so employed independent truck operators.

We are advised that these independent truck operators have been notified that the three per cent transportation tax is applicable to their individual operations because they were not directly in the employ of the State.

My understanding of the law which imposes a transportation tax is that materials owned by the State and transported for the State for use in connection with the construction or repair of a highway does not bring the transaction within the reach of the tax. That is exactly the situation which prevails in the instant case.

There were two or three sources from which materials could be procured without cost to the State other than the cost of transporting the materials to the highway and properly incorporating them into the roadbed. One of these sources happened to be owned by the State's contractor, but in any event, whether the materials were taken from the contractor's source or from either of the other sources available, the materials became the property of the State when the contract was executed, and all that the State is required to pay the contractor was the transportation costs and the costs incident to incorporating these materials into the roadbed. It appears, therefore, that it is not within the reach of the Federal law to impose, in the instant case, the transportation tax. If the tax is imposed and collected, the State of Oregon will be called upon to reimburse the contractor in the amount of the tax charged and collected from the independent truck operators for if they are called upon to pay the tax they will seek reimbursement from the State's contractor.

This matter has been the subject of correspondence and discussion since January, 1946, and the Highway Commission, along with your office, is anxious to accomplish a satisfactory disposition and settlement of the controversy.

I shall appreciate your further consideration.

Yours very truly,

J. M. DEVERS

JMD:MH

cc - W. C. Williams
S. H. Probert

RECEIVED
SEP - 1 1948
FOR FILING

26-4209
3024

L-28

August 31, 1948

Parker-Schram Co.
201 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 9, 1948, had under discussion your request for an extension of time of 30 days, from July 30 to August 29, 1948, within which to complete your contract No. 3024 for the Denver and Union Avenue Sections of Portland City Streets.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: A. G. Shelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
8-31-48, cf

RECEIVED
AUG 19 1948
FOR FILING

26-4209
3-24

La-29

August 18, 1948

Mr. L. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For State Force Work covering the constructing of the areas to be filled on the flood damage areas of the Union and Denver Avenue Section of the Pacific Highway in Multnomah County, Contract No. 3024 in connection with Federal Aid Project No. FH-8.

This work was done by the Commercial Rivers Inc.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

Encls.

DEP:rnl

RECEIVED
AUG 18 1948
FOR FILING

26-4209

3027

August 17, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3940
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 11, 1948 on Contract Number 3028, Union and Denver Avenue Section in connection with Federal Aid Project Number UR-4.

Very truly yours,

S. H. Haldeck
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

cc: G. H. Armstrong

DBP:md

4-33 IT

RECEIVED
AUG 4 - 1948
FOR FILING

26-4209

3024

August 3, 1948

Oregon State Highway Commission

Request for extension of time
No. 7
August 9 and 10 meeting

Gentlemen:

Herewith a request from Parker-Osborn Company for an extension of time on their Contract No. 3024, for the repair and restoration of flood damage on Denver and Union Avenues.

The contractor requested an extension from July 30 to August 29, 1948. All work originally contemplated has been completed within that limit. However, we have interpreted under this contract the construction of approximately 750 feet of gravel base, leveling course, asphaltic concrete pavement and shoulders necessary to restore the damage done by flood on Delta Boulevard.

This work cannot be performed until sometime during the early part of August, because this work is dependent upon the completion of the hydraulic dredge fill which is now being placed. Under these circumstances, I recommend the extension of this contract without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. O. Smith

L-34 IT

Form E-1—Rev.—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 24, 1948

Section North Portland Road

Highway 99 East & West

Contractor General Construction

Date of Contract June 2, 19 48

Date work started July 2, 1948

Amount of contract . . . . . $

Kind of work Hydraulic fill

Section prefix 26-4209

Contract number

Date of completion Aug. 15, 19 48

Estimated date of completion Aug. 15, 19 48

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor reported the fill completed on Thursday, July 22.

Party ran line, levels and set sub-grade hubs on Friday.

RECEIVED (FIELD SURVEY)

NOTED RAY WE

RECEIVED JUL 27 1948 OFFICE OF ENGINEER

Signed Lowell A. Johnston by H. E. Nelson

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week. retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

L-39 P

RECEIVED
JUL 6 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

26-4209
3224

Salem, Oregon
June 24, 1948

SUBJECT: Union and Denver Avenue Fills

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

NOTED
State Highway Engineer

Dear Sir:

The recent flood indicates we should not permit the use of Union Avenue or Denver Avenue fills for dikes. They were constructed of sand for highways, and are not good for dikes. Denver Avenue, although 70 feet wide on top, lasted only 30 hours, in spite of our best efforts, and Union Avenue, 44 feet wide on top, lasted only 2 hours, and would have been washed out in two other places in a very short time.

Our fills did not furnish any adequate protection to property, and their washing out cut the vital communication lines north from Portland.

The placing of any reasonable layer of earth on the sides of these fills will not provide adequate safety because of weakness under the fills, particularly at old slough channels.

A good solution would be to fill between Union and Denver with sand, by hydraulic dredge, from the Columbia River. This would improve the channel; provide safe area for industrial or other development; and remove threat to our highways.

If these conclusions are approved, I suggest other interested parties, such as the Army Engineers and Drainage Districts, be advised now.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
(3 copies)

RECEIVED
JUN 24 1938
FOR FILING

26-4209
3027

June 23, 1938

Parker-Schram Company
201 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

I enclose herewith a fully executed copy of a cost plus agreement between the State Highway Commission and your Company, providing for the reconstruction of the washed out sections on Union Avenue and on Denver Avenue in Portland. You will please note that your letter of June 7, outlining the interpretation of seven points in the contract, and a copy of the State Highway Engineer's reply, dated June 11, has been incorporated as a part of the agreement.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl
encl. 1

RECEIVED
JUN 2
FOR FILING

26-4209

3024

Schedule for Repair Union Avenue-Denver Avenue Flood Breaks

Union Avenue
Complete bridge Tuesday a.m., June 8.
Complete fill Thursday a.m., June 10.
Rock and oil with two inches of pavement - complete June 12.
Guard fence to be completed by same date.
Open to traffic Saturday, June 12.
Pave additional three inches and fill bridge later.

Denver Avenue
Complete south fill Wednesday, June 9.
Complete bridge Wednesday, June 16.
Complete north fill Wednesday, June 16.
Complete oiling and two inches, of pavement Friday, June 18.
Open to traffic Friday, June 18.

NOTED

RECEIVED
JUN 17 1948
FOR FILING

36-4209
3024

June 15, 1948

Memorandum to the Oregon State Highway Commission:

Attached for your approval are two copies of a supplemental agreement with the Parker-Osborne Company providing for the reconstruction of the washed-out sections on Union Avenue and on Denver Avenue in Portland. This is an emergency agreement to take care of damage caused by the Columbia River flood.

Your attention is respectfully called to the contractor's letter of June 7, incorporated as a part of the agreement, outlining their interpretation of seven points in the contract. Your attention is also called to the Engineer's reply dated June 11, accepting these interpretations.

The agreement has been signed by the contractor, by Mr. R. H. Baldock, State Highway Engineer, and by Mr. J. H. Bowers, Chief Counsel.

Secretary

FHQ:jb

cc - Floyd Query

1-63

RECEIVED
JUN 22
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

26-4209
3024

June 11, 1948

Parker-Schram Company
General Constructors
Builders Exchange Building
Portland 4, Oregon

Gentlemen:

In answer to your letter under date of June seventh in which you give your construction, or suggested construction, of certain clauses and provisions of the agreement entered into by your firm and the State Highway Commission, the subject of which agreement is the repair and reconstruction of flood-damaged sections of Denver Avenue and Union Avenue in the City of Portland, you are advised that the State Highway Commission accepts as within the meaning and purpose of said contract the constructions and interpretations given in your letter of said date.

You are further advised that a copy of said letter and a copy of this answer will be attached to each executed copy or counterpart of said agreement, and shall thereby be deemed parts of the executed instrument, and shall constitute our joint construction and meaning of the provisions or sections specified in your letter.

Yours very truly,

R. H. BALDOCK

JMD:avh

RECEIVED
JUN 9 1948
FOR FILING

Files

26-4209

3024

June 8, 1948

Memorandum to the State Highway Commission

Attached for your approval are four copies of a cost plus agreement with the General Construction Company providing for the installation of timber piling trestle construction at the north end of Union Avenue and on Denver Avenue at the traffic interchange to West Vancouver.

This agreement was entered into as a result of the damage done to the highway by the Columbia River flood and has been approved by R. H. Baldock, State Highway Engineer, and J. H. Devere, Chief Counsel.

Secretary

Fldr
Encl.

cc - Mr. Floyd Quarry

COPY

PARKER-SCHRAM COMPANY
General Constructors

Builders Exchange Building
Portland 4, Oregon
June 7, 1946

R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

References is made to form of contract received through the courtesy of Mr. Frank T. Young covering the repair and restoration of flood damage to highway grade and pavement on the Denver Avenue Section of Pacific Highway west and the Union Avenue Section of Pacific Highway east in Multnomah County.

We realize this contract was hastily drawn and because the work involved is already well along toward completion and the copies of agreement submitted have already been signed by Mr. T. H. Banfield of the State Highway Commission, who we understand is not now immediately available, we have this date executed the contract as presented, subject to the following exceptions:

(1) Paragraph 3 provides that

> "The roadbeds or grades of said highways shall be rebuilt or reconstructed of material obtained from the Kern & Kibbee quarry or gravel deposits or from such other source or sources as may be approved by the State Highway Engineer."

It is understood that the gravel deposit of Parker-Schram Company adjacent to the property referred to above is likewise approved by the State Highway Engineer. All material used in reconstruction of the highway grades to date has been secured from these two sources.

(2) Paragraph 4 provides as follows:

> "The state shall pay to Kern & Kibbee for all materials acquired from them and incorporated in said highways a compensation computed and determined on the basis of ten cents per cubic yard truck measure."

The gravel deposit specifically referred to is owned jointly by Kern & Kibbee and Pacific Building Materials Company and payment should be made accordingly. It is understood that materials acquired from the Parker-Schram Company gravel deposit and/or other approved sources will also be paid for by the state on the basis of ten cents per cu. yd. truck measure. We assume that we are to make these royalty payments as part of the costs and expenses to be reimbursed under the terms of the contract.

(3) All our operations within the state are covered under the Workmen's Compensation Act of the State of Oregon which will automatically include all work performed under this contract as required in Paragraph 7 thereof.

(4) Our existing Comprehensive Liability Policy GL 101201 in the Glens Falls Indemnity Company of Glens Falls, New York, provides coverage on all operations in the following limits:

Public Liability	$ 100,000/$ 100,000
Property Damage	$ 100,000/$ 100,000

which likewise includes all work performed under this contract. We have had the members of the Oregon State Highway Commission, its officers, agents, and employees included as an additional insured under this policy effective as of June 1, 1948 in connection with any work performed on the subject contract as per copy of indorsement attached. We are also enclosing herewith "Certificate of Insurance" to that effect all of which we believe complies with the requirements of Paragraph 9 of the agreement.

(5) We have made no representation that we have in full force and effect a general contractual obligation bond in the amount of $100,000.00 providing protection against claims incurred in the performance of any contract - in fact we have never even heard of such a bond, as any instrument of that nature must indicate a specific obligee. However we have caused to be executed as of this date a bond in favor of the State of Oregon with Parker-Schram Company as principal and Glens Falls Indemnity Company as surety in the amount of $100,000.00 guaranteeing the payment of labor and material claims incurred in the performance of this contract, as per copy attached. It is understood that this bond will comply with the requirements of Paragraph 10 of the agreement and the premium thereon included as part of the costs and expenses to be reimbursed under the contract. Fully executed copies of this bond have been attached to each of the four signed copies of the contract.

(6) It is understood that the unit price of $2.80 per cu yd. provided in Paragraph 14 for 3/4" to 0" crushed rock leveling course refers to 3/4" - 0 crushed gravel and that the basis of payment shall be per cu. yd. truck measurement at the point of deposit in accordance with the usual practice.

(7) No provision has been made in Paragraph 14 as to the time for payment by the state but it is understood that such payments will be made within thirty days after submission of our invoices covering proper costs and expenses incurred in connection with force account work performed under the contract, together with the fixed fee provided therein, and the approved quantities for work performed on a unit price basis.

We believe that all of the above is in accordance with our mutual understanding of the oral arrangement covering this work entered into on June 1 and upon receipt of letter from you to that effect, confirming that the above correctly sets forth your interpretation and application of the terms and conditions of the agreement as submitted, we will promptly deliver to you the executed contracts and bonds.

Yours very truly,

PARKER-SCHRAM COMPANY

/s/ C. A. Schram

By

C:lj:dw

cc: Frank T. Young
Oregon State Highway Dept.
9200 S. E. McLaughlin
Portland, Oregon

Black & Kendall
1200 Cascade Bldg.
Portland, Oregon.

RECEIVED
MAR 18 1947
FOR FILING

26-4209
#3024

Salem, Oregon
March 12, 1947

Revision at Baker-Denver

Mr. W. C. Williams

With reference to Mr. Frank Bonner's proposed revision at Baker and Denver, the only portion of such proposed changes which I believe would be in order are as shown on the attached sketch.

In the main, revision calls for 12 foot out back of the island face to provide bus stop lane and in connection with this it seems advisable to splice back the short section of curb in front of the Zimmer Service Station in order to "get it out of the way" with respect to through traffic on Denver which might "clip over" into the 12 foot bus stop lane when such is not occupied by bus.

In addition to the above, the short section of 12-inch concrete lying along Swift Boulevard and joining the island is to be removed.

Will you arrange to take care of these revisions?

R. H. Baldock
State Highway Engineer

cj

cc: H. G. Smith
F. B. Grumbill

LEGEND

- Construct New Sidewalk & Curb.
- Rem. exist. asphaltic conc.
- Rem. exist. curb & sidewalk
- Construct new curb.
- Existing 4" Electrical Conduit.
- Rem. exist. 18" Tr. Sep. & Is.
- Rem. exist. Signs & Repl as directed.
- G (4) Install Curb Markers as shown.

UNION AVE.

US 99E To Portland

Pumps

Ser. Sta.

Remove existing Curb

US 99W DENVER AVE.

63'

77'

To Portland

R/W

Cut Back Existing Island Face 12'

Recap existing Concrete Junction Box

US 99

To Vancouver

R/W

C(138-F)

G(4)

12'

4'

R22'

R2'

2'

156+74.8 PT

74+92.5 Denver (1'LT)

Round Off Curb End.

Service Station

Fruit Stand

Garage

Store Room

(22) I

50'

SWIFT BLVD.

Remove existing Tr. Sep. & Island

OREGON STATE HIGHWAY DEPARTMENT

TRAFFIC ENGINEERING DIVISION

REVISION OF EXISTING ISLAND & CURB AT UNION & DENVER AVE.S FOR BUS STOP

Scale 1"=50' Feb. 1947

306-4002 Myrtle Point Paving Project, 1948
Maple St.
#3025

RECEIVED
OCT 16 1953
FOR FILING

FORM E-90 2041 9-51 52010

306-4002
3025

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13th, 1953

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
B u i l d i n g

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between J. R. Taggart and Durbin Brothers covering Items 1 to 12 inclusive on the Orr Corner-Monmouth Contract #3025, Oregon BF-162(2), is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams
C. G. Polk - 2

RECEIVED
MAY 24 1949
FOR FILING

306-4012

3025

R. H. Baldock

NOTED

May 12th, 1949 State Highway Engineer

COST ANALYSIS FINAL REPORT
Myrtle Point (Maple Street) Paving Project
Contract #3025 Paving Project Contractor - D. F. McKenzie
Prefix 306-4002 Engineer - C. C. Call

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Class "B" Asphaltic Concrete	1,153.41	Ton	$11.85	$9.86	$11,372.36	$13,667.91

Gross Revenue	$13,667.91
Total Cost	11,372.36
Net Profit	$2,295.55

Net Profit Equals 16.7% of Gross Revenue

Myrtle Point (Maple Street) Paving
Project
Contract #3025

Detail of Cost

Labor:

Labor		$1,552.00	
State Industrial Accident Insurance		62.08	
Unemployment Insurance		46.56	
Social Security		15.52	
			$1,676.16

Materials:

Asphalt	68.88 Tons at $19.88	$1,401.16	
Freight	68.88 " "	577.67	
Rock	918.4 Cu. Yd. at $3.57	3,280.30	
			5,259.13

Equipment Rental & Misc. Supplies:

Equipment Hired	$1,025.06	
Equipment Owned	1,341.40	
Move In & Set Up	750.00	
Bond	82.48	
Gas, Oil & Grease	709.00	
Misc. Supplies & Repairs	107.30	
P.L. & P.D.	171.83	
General Overhead	250.00	
		4,437.07

Total Cost $11,372.36

Myrtle Point (Maple St.) Paving Project

Remarks:

This contract for the construction of 0.28 mile of asphaltic concrete pavement in the City of Myrtle Point was bid June 28th, 1948, work started August 16th, 1948 and the project was completed September 1st, 1948.

The Class "B" asphaltic concrete material was mixed by a paving plant owned by George F. Anderson, mixing an average of 13.11 tons per hour. The rock used in the mix was shipped from Reedsport. The asphalt was shipped from the Bay District in California.

The street crew consisted of 4 men, plant crew, 3 men and 3 truck drivers.

Contractor had a good bid price, good supervision and equipment. Therefore, a nice profit was realized.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
OCT 26 1948
FOR FILING

306-4002

3025

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 20, 1948

SUBJECT: Gosline's Claim
Myrtle Point Job

To:

H. G. Smith
Construction Engineer

Dear Sir:

Reference is made to G. F. Gosline's claim for gravel hauling for the Western Paving & Construction Company.

This outfit had no subcontract on any of our jobs but it was learned, now that the work is finished, that Western Paving & Construction did some work for D. F. McKenzie on the Myrtle Point street job.

Howard Roberts contacted G. F. Gosline at Coquille and learned that he has now received payment for the work he did for the Western Paving & Construction Company and the matter may be closed.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

Contract #3025
Prefix 306-4002

RECEIVED
OCT 21 1948
OFFICE OF
CONSTRUCTION ENGINEER

Salem, Oregon
October 11, 1948

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Herewith copy of a letter from Mr. S. F. Coslins, pertaining to a claim for hauling gravel for the Western Hauling and Construction Company.

This outfit apparently has a subcontract on some project in your division, but I am unable to identify which contract it might be. If possible, will you advise in order that we may reply to Mr. Coslins.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

Coquille, Ore.
October 8, 1948.

Mr. S. H. Crobert, Engineer,
State Hiway Dept.,
Salem, Oregon.

Dear Sir:-

I have a trucking account in the amount of $300.00 against the Western Paving & Construction Cp., 108½ South 6th Street, Grants Pass, Ore., for topping and hauling gravel. I have sent them several statements of the account and have received no reply.

Knowing this work was performed under State Highway supervision, thought perhaps you might give me some idea of the delay in payment, or when I may expect same.

I am new in the dump trucking business, only starting in July of this year and not in a financial position to carry long term accounts.

Any information you might give me would be greatly appreciated.

Yours very truly,
G. F. Gosline

G. F. Gosline
657 W. 4th

RECEIVED
OCT 11 1948
FOR FILING

206-4002

3025

October 8, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No. 3025 for paving on the Myrtle Point (Maple St.) Section, in Coos County, has been completed by the contractor, D. F. McKenzie, and that final payment in the amount of $810.04 will be made on or after October 18, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,667.91, and that no force account work was performed therein. This contract was completed September 1, 1948 and accepted by the Commission on September 14, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United Pacific Insurance Co.
627 Board of Trade Bldg.
Portland 4, Oregon

The L. H. Hagen Agency
Beaver Bldg.
Oregon City, Oregon

NOTED ON CARD
8-8-48, JL

RECEIVED
SEP 13 1948
FOR FILING

306-4002

3025

September 10, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to D. F. McKenzie on contract No. 3025, covering paving on the Myrtle Point (Maple St.) Section in Coos County. This payment, in the amount of $10,827.57, will be made on or after September 20, 1948. The retained percentage is $410.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, liens or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: L. H. Hagen Agency
Beaver Building
Oregon City, Oregon

NOTED ON CARD
9-10-48, gl

Form E-1—5M—8-47

306-4002

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Myrtle Point

Highway Maple Street Paving

Contractor D. F. McKenzie

Date of Contract June 28, 1948, 19

Date work started Aug. 9, 1948, 19

Amount of contract . . . . . $ 13,766.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 13,669.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 600.00, 4.5 %

For Week Ending Sept. 4, 1948, 19

Kind of work Asphalt Paving

Section prefix 306-4002

Contract number 3025

Date of completion Sept. 30, 1948, 19

Estimated date of completion Sept. 1, 1948, 19

Per cent of time elapsed 70 %

Date project was completed Sept. 1, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed Sept 1st.

Semi-final estimate sent in Sept. 2,

FILING COPY

RECEIVED
SEP 7 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. [illegible] CH

Signed C. F. Hall

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.23
Miles partially completed					"
Miles completed					"
Total estimated quantities					1153
Estimated quantities moved or placed to date					All
Average daily quantities					150
Average daily quantities necessary to complete project on time					Job complete
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Fair Lite rain PM		
Friday	Fair		
Saturday	"		

Myrtle Point
250,000 (48)

NOTED
J. F. HAGEMANN

Myrtle Point. 8-30-48

Pursuant to instructions went to Myrtle Point to investigate the placing of asphaltic Concrete pavement on paved street with material left over after Contract to pave Maple street from 5th to Reeds Ford Road. Reeds Ford Road for approx. 90 feet was Completed.

Found that Reeds Ford Road had been paved for approximately 290' and paved street for a distance of approximately 800' - Maple street from 5th to Reeds Ford Road.

The balance of Reeds Ford Road was in shape to pave and that city had performed their portion of agreement.

The City has recently oiled Harris street from Coos Bay - Roseburg Highway to 4th street and some of the log trucks now travel Harris to 4th - 4th to Maple - Maple to Reeds Ford to log dump. Also the County Fair grounds and High School are located on 4th street. So 4th street could be classed as carrying heavy industrial traffic.

Who made the final decision to pave 4th street instead of the balance of Reeds Ford Road, as originally requested, was indefinite. The mayor and street superintendent said City was pleased to have 4th street paved, and hoped we could see our way clear to pave the balance of Reeds Ford Road with 49 funds.

I made no comment.

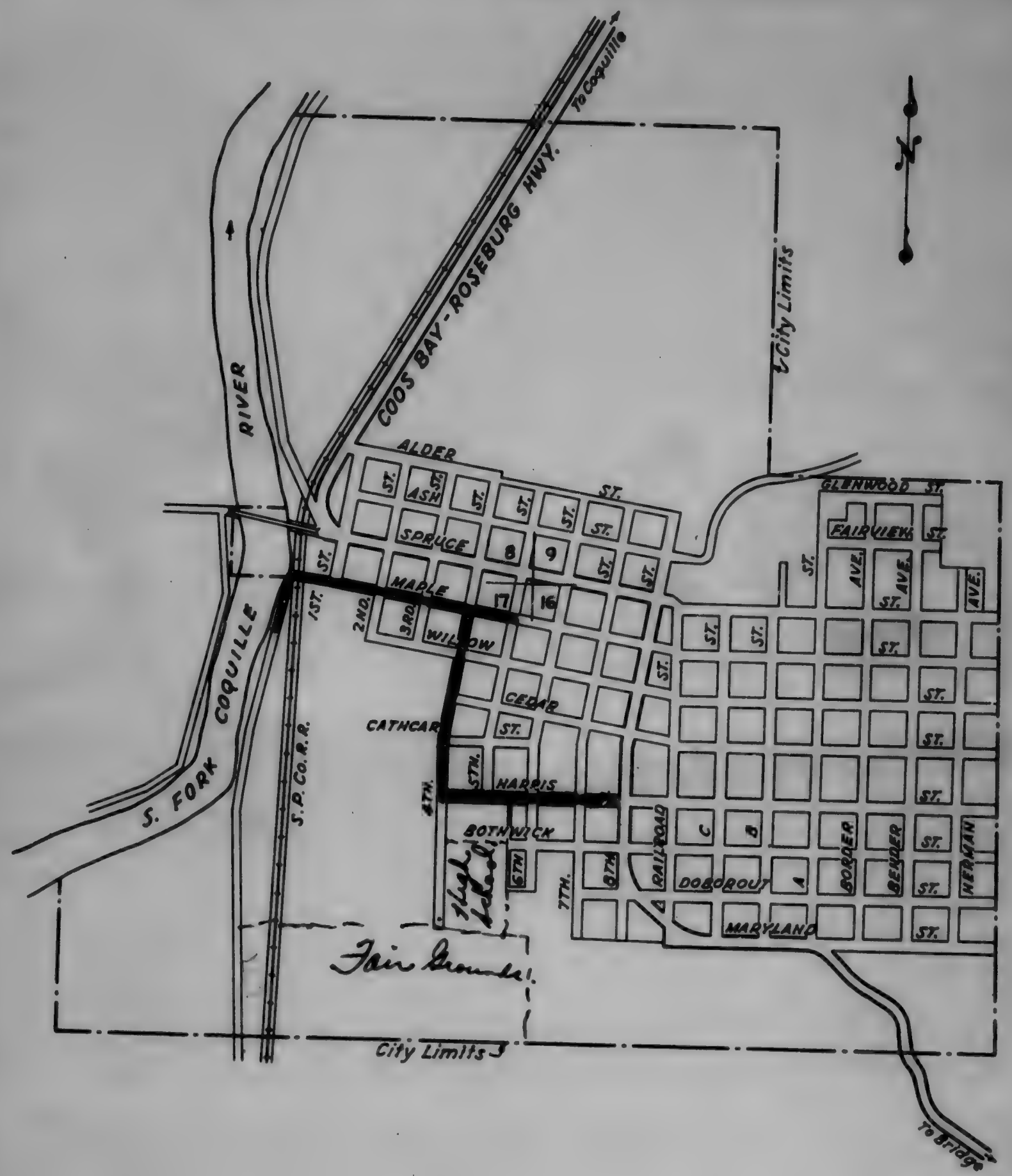
H. C. Cuyen
9-1-48.

NOTED
JOHN W.

Red - Paved by state '48 ~250,000 funds
Brown - Paved by city -

MYRTLE POINT

Scale 1" = 800'



RECEIVED
JUL 26 1948
FOR FILING

Files

306-4002

July 23, 1948

Mr. D. P. Kokenis
1165 Mission St.
Salem, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 1085, which was awarded to you on June 25, 1948 by the State Highway Commission, covering Myrtle Point (Maple Street) Section of City Street in Coos County. This copy is for your record and files. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

RECEIVED
JUL 2 1948
FOR FILING

306 - 1002

3025

July 1, 1948

Mr. H. V. Perkins
City Recorder
Myrtle Point, Oregon

Dear

Dear Mr. Perkins:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Myrtle Point, particularly covering improvement of Maple Street from 5th Street to 1st Street and Myrtle Point Road from Maple Street southerly, a distance of 200 feet.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclos
Enc.

cc - Hon. Elton A. Schroeder
Mayor of the City of Myrtle Point
Myrtle Point, Oregon

6-48

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

MYRTLE POINT (MAPLE ST.)

PAVING PROJECT

COOS COUNTY

Scale: 1" = 800' June, 1948

MYRTLE POINT

N. END OF CONTRACT STA. 14+00

S. END OF CONTRACT STA. 2+00

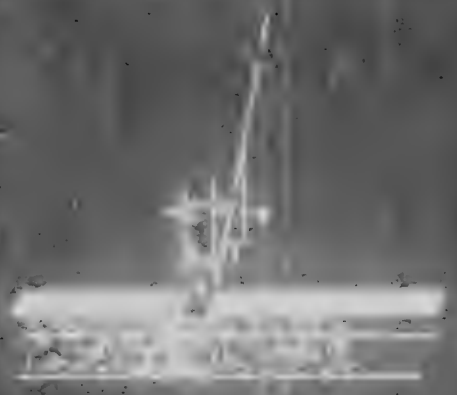
COOS COUNTY

MYRTLE POINT

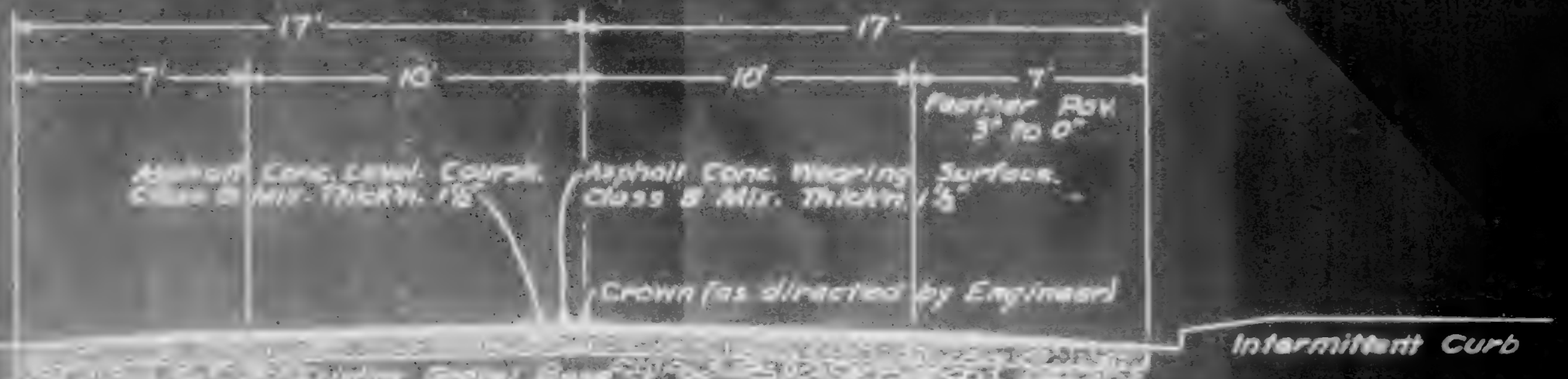
N. END OF CONTRACT
STA. 14+60

E. END OF CONTRACT
STA. 0+00

MYRTLE POINT (MAPLE ST.)
PAVING PROJECT
COOS COUNTY
JUNE, 1948

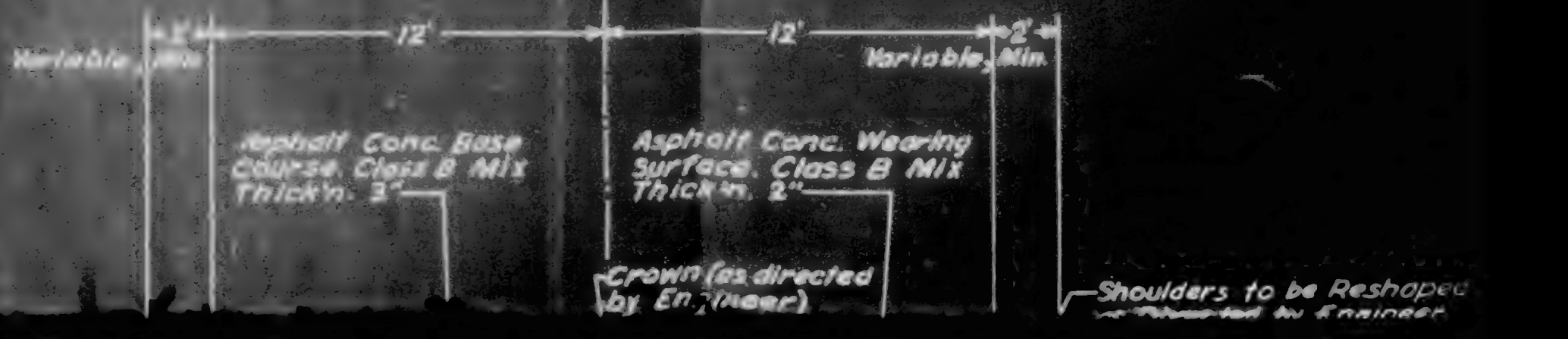


DETAIL OF MAIL RECEIVE

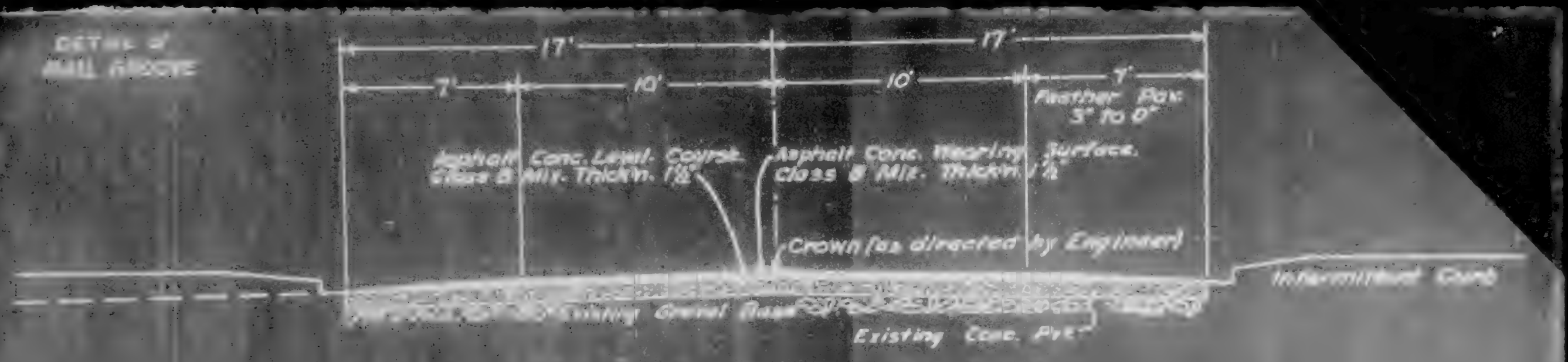


Typical Section Sta. 0+00 to 13+20

Taper Section Sta. 13+20 to 13+70

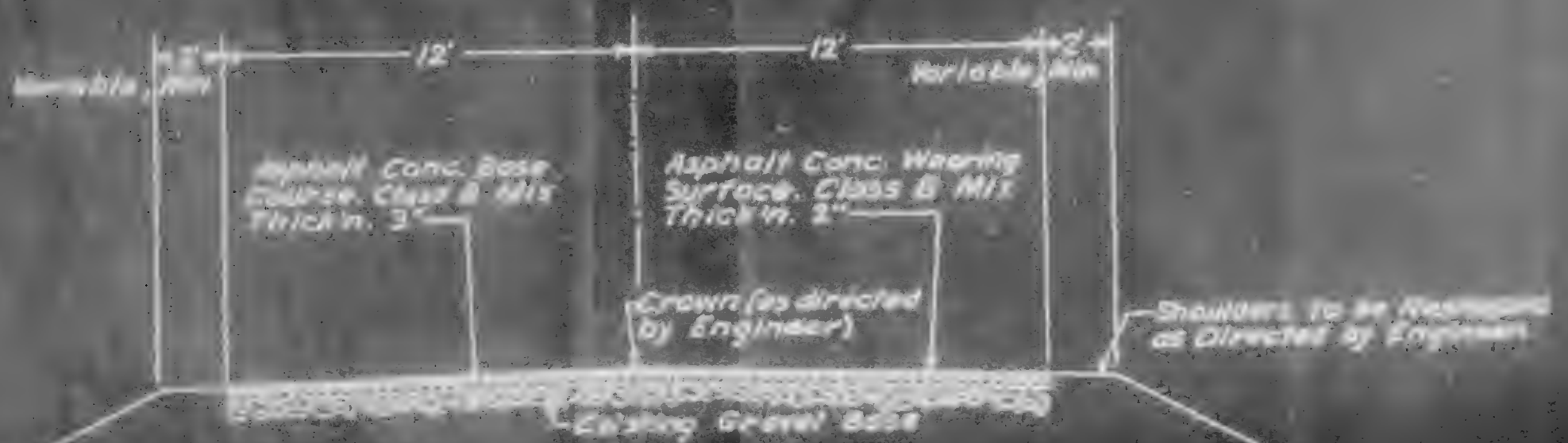


167



Typical Section Sta. 0+00 to 13+20

Taper Section Sta. 13+20 to 13+70


12'
12'
2'
Variable Width
Asphalt Conc. Base Course. Class B Mix Thickn. 3"
Asphalt Conc. Wearing Surface. Class B Mix Thickn. 2"
Crown (as directed by Engineer)
Shoulders to be Reshaped as Directed by Engineer
Existing Gravel Base

Typical Section Sta. 13+70 to 14+60

RECEIVED
JUL
HIGHWAYS

326-4002A
3025

June 30, 1948

D. J. Dillonis
1165 Hayden St.
Salem, Oregon

Dear Sir:

The State Highway Commission on June 28, 1948, awarded you the contract for the Myrtle Point Paving Project on Maple Street in the City of Myrtle Point. This award was based on your low bid of $13,746.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

Jno. H. Robert

May 11, 1948

Honorable Elton Schroder, Mayor
Myrtle Point, Oregon

Dear Sir:

We are enclosing herewith six copies of an agreement prepared under an option form for the City of Myrtle Point, setting forth the things to be undertaken by the city and by the state as a cooperative project for an expenditure of funds as provided in Chapter 485, Oregon Laws 1947, which provides a $250,000 appropriation of special fund for use in cities on city streets which are subjected to unusual traffic conditions by reason of industrial expansion or by sudden increase in population.

Please note that this agreement provides that the state shall have a right to exercise or accept the within offer for a period of 60 days from the date of the option when signed by the proper city authorities.

Also, the estimated costs of items indicated are approximate only, and are the result of the best judgment on the part of the engineers for the state, after an examination of the project, and without a definite survey having been completed.

In order to expedite the matter of completing the option agreement, it would be appreciated if the city does not have a regular council meeting within the near future, that a special meeting be called, at which time the option form can be adopted and the mayor and recorder authorized to sign the agreement.

Please note that under item 8, page 3, the city will agree to establish street grades whenever any changes are made in existing street grades. Also, please note, under item 4, page 2, that upon the completion of the project the city shall assume the maintenance of the street or streets.

All six copies of the option form should be executed by the proper city authorities, and all six returned to Salem, to the Oregon State Highway Commission, attention of County and City Relations Department.

A small city map is attached to each copy of the agreement on which is indicated the street or streets upon which the project is contemplated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

OC:ms

Encl.

HBQ

April 16, 1948

Mr. Elton Schroeder, Mayor
Myrtle Point, Oregon

Dear Sir:

On March 31, 1948, Mr. Forrest Cooper, Assistant Division Engineer, and Mr. Harold C. Ayers of this office, called upon you and looked over certain streets in Myrtle Point which the city council had proposed be improved under the provisions of Chapter 425, Oregon Laws 1947, which provides funds for assistance on city streets being subjected to unusual industrial traffic.

As a result of their investigation, they report certain phases of the proposed improvement which the city should undertake prior to the state making a permanent improvement of these streets.

Mr. Cooper and Mr. Ayers pointed out to you on the ground the conditions listed below, which I believe it was understood when Mr. Cooper and Mr. Ayers were there, would be an obligation of the city.

1. Raise the main line of the Southern Pacific track two inches at the crossing of Maple Street.

2. Raise station service track six inches at same location.

3. Move two telephone poles from right of way.

4. Clean brush and debris out of eroded location on Reeds Ford road.

5. Fill this location with rock to align this section of street.

6. Blade the super out of curve and widen at junction of Maple Street and Reeds Ford road.

7. Fine grade between the two rail crossings to allow the placing of two inches of asphaltic concrete.

The conditions mentioned above should be corrected at your earliest convenience, so as not to delay the paving of this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Butler
Engineer, County and City Relations

ECA:rso

cc Mr. Forrest Cooper

NOTED
JOHN W. CATTRALL

1613 Coos.

3-48

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Myrtle Point

Streets Proposed for Repair or Maintenance: Maple Street from 5th. to Reds Ford Road
Reds Ford Road from Maple St to City limit

Type of Repairs or Maintenance: 2" of A C on Maple and 4" A C on Reds Ford Road.

Length in Feet or Miles and Widths in Feet: Maple St .24 miles 34' wide
Reds Ford Road .53 miles long 20' wide

ESTIMATE OF COSTS

Amount

Grading, Cu. Yds. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Surface Materials Base:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement ~~Patching~~:

Asphaltic Concrete: Tons 1859 at 10.00 Ton $ 18590.00

Bridges: _____

_____ $ _____

Miscellaneous Items: _____

Plans & Specifications

_____ $ 250.

Cost of Project: 18840

Plus Engineering and Contingencies: 1884

Total: 20724.00

APPORTIONMENT OF COSTS

_____ % State Only Amount $ _____

_____ % State Amount $ 15,000.00

_____ % City Amount $ 5724.00

Total $ 20724.00

City Will Pay for City's Share of Work as Follows: At present they say they would be willing to pay cash for the share

Materials for Project Will be Obtained as Follows:

Statement as to Street Conditions and Residential or Industrial Development:

100,000,000 bd ft of logs moved over this route in past 8 years. Con Bay Lumber Co say they will at least double any previous years cut this year

RECOMMENDATIONS

_____

_____

_____

_____ Division Engineer

_____ Bridge Engineer

_____ Construction or Maintenance Engineer

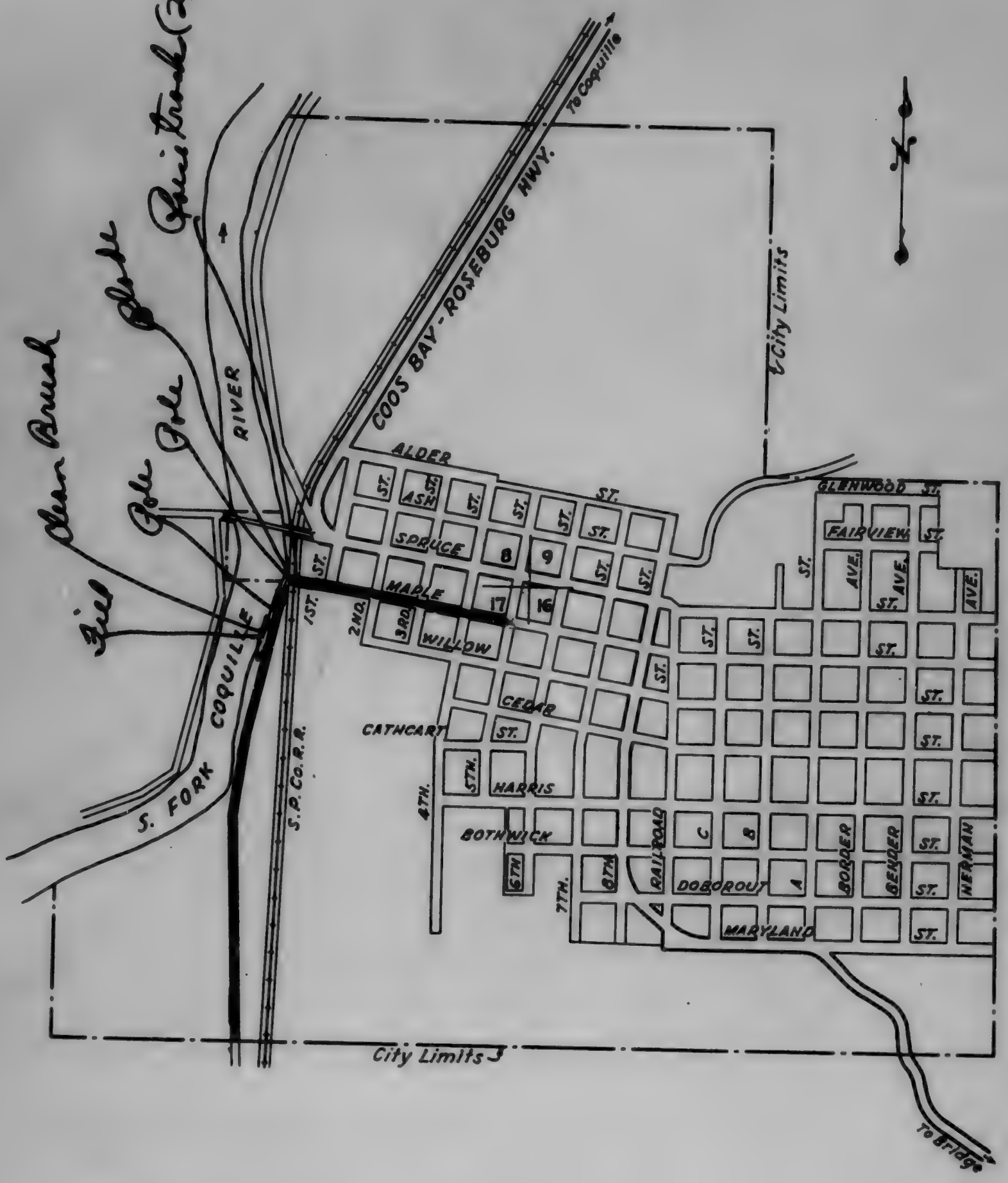
_____ Engineer, County and City Relations

_____ State Highway Engineer

8-8-1947

MYRTLE POINT

Scale 1"=8[illegible]



Sheet ____ of ____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Myrtle Point Logged by HCh Car No. ____

Road or Street Maple St Recorder ____

Date 1-14-48 Weather Light Clouds Warm Project ____

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	Highway 8th		34'	PCC	Good	Needs nothing
.05	± 7th					
.10	± 6th					
.15	± 5th			PCC	Fair	should be covered broken up through
.20	± 4th	.24				
.25	± 3rd					
.30	± 2nd					
.35	± 1st					
.39	RR Xing		2nd St looking	East		
.00	RR Xing		20'	Gravel	good	Coos Bay Lbr Co.
.155	Stockyds					told me they had
.25	Steel Shed					put 16" of rock
.38	Exit Coos Bay Log Dept	.20	Drainage			on this road
.43	Ent Coos Bay Log Dept					
.53	City Limit	.53				
	Return to 8th & Coos Bay Exit looking North					

1-14-48

Myrtle Point 1-14-48
Maple Street looking east
from 2nd Street

Myrtle Point 1-14-48
Reedsford Road from Log
Dump looking east

R E S O L U T I O N

11-3-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Myrtle Point is an incorporated city of the State of Oregon, and has a population of 1613, as given by the latest official census, and

WHEREAS, the following streets of said city,

Maple Street from 8th Street West to the Coquille River and Reeds Ford Road from Maple Street South to the City Limits

_____

_____

_____

_____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: _____

Maple Street from 8th Street West to the Coquille River and Reeds Ford Road from Maple Street South to the City Limits.

_____

_____

_____

_____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Myrtle Point does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 3rd day of November, 1947.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

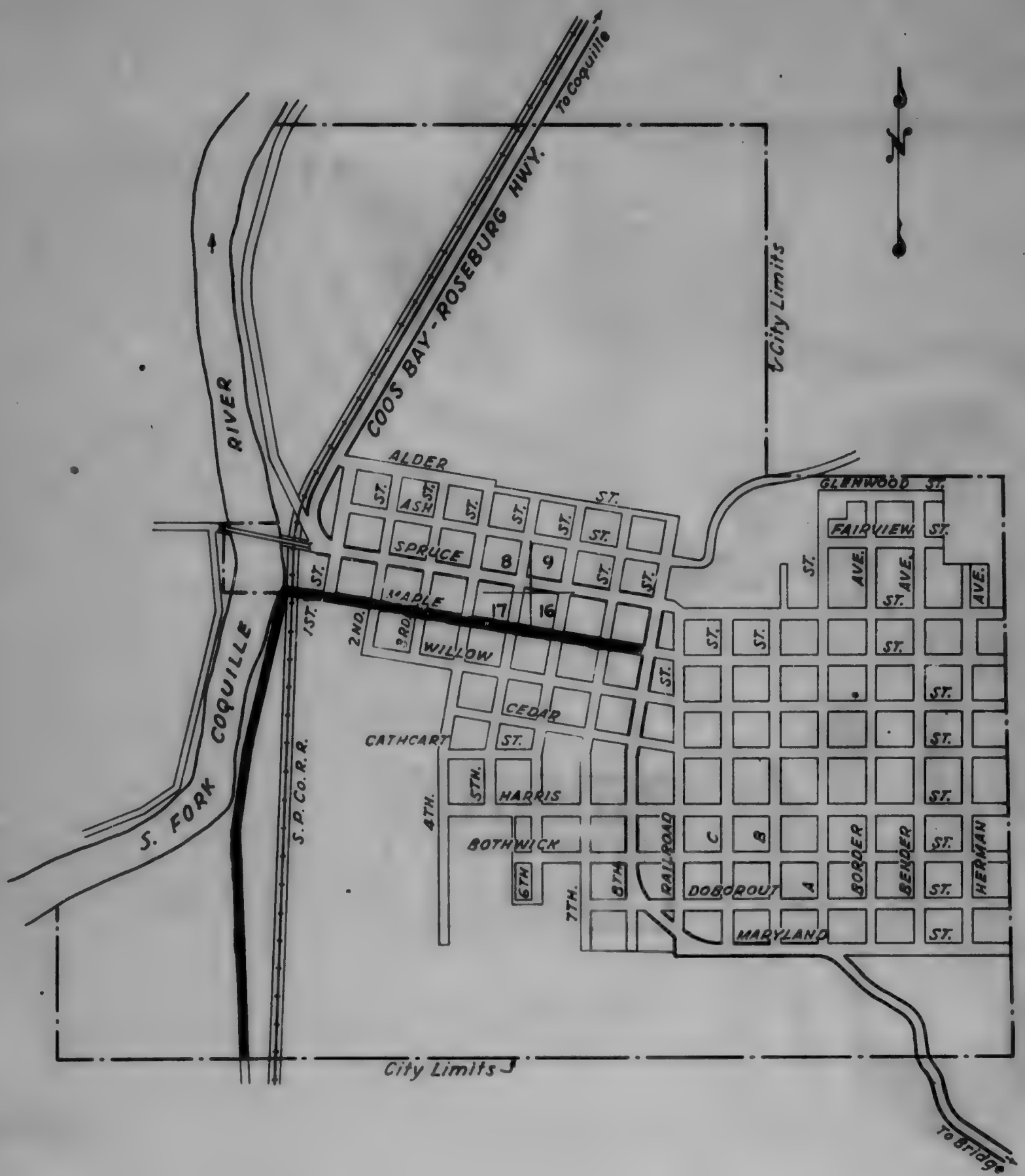
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Myrtle Point at a regular or special meeting of said council, held on the 3rd day of November, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4th day of November, 1947.

N W Perkins
City Recorder

MYRTLE POINT

Scale 1"=800'



306-4001 Powers Oiling Project,
on Poplar St. and 4th Ave.

#3026 1948

259000('48)

NOTED
J. W. CATTRALL

Powers. June 9- 1949

In answer to the letter of 5-3-49 from the City recorder of Powers relative visit to the city this date.

After thorough investigation of project talked with city recorder Orvil Knight and mayor Harold Ross explained the evident breaking of the surface in two separate locations was due to the lack of proper drainage which the city had agreed to take care of.

The city now has patching ~~tools~~ and some good patches have been made, city again promised to grade the ditches and keep them clean and would make the required patches.

They, the recorder and mayor said this visit would close all controversy about the '46 project

The city council though the mayor asked if some one would look at the bridge over the south fork of the Coquille River. They reported the wooden wheel ~~bum~~ guards were badly rotted and dangerous also the ~~fill~~ Cribbing at north east end of bridge holding the fill is also in bad condition.

Investigation found this bridge on #242 and some of the wearing planks were in poor condition and are apt to break allowing pedestrians to be subjected to possible danger of injury also the cribbing holding fill is badly rotted and is at present being supported by fire hydrant. Believe if this is a State responsibility should be investigated by bridge department

H.C.A.
6-13-49.

City of Powers

IN THE HEART OF THE TIMBER

Powers, Oregon 5/3/49

H. C. Ayers.

Dear Sir.

The City Council of Powers Ore. asked me to write you. and ask if you can give us a Stepmats date when you will be in Powers to inspect the Paving job there last Fall. It is in a Bad Condition.

Thanking you in advance

Yours Very Truly

Orvil Knight

City Recorder

of Powers

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

RECEIVED
MAY 4 1949
ENGINEER
COUNTY & CITY RELATIONS

FORM S-99 REV 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon
April 15, 1949

SUBJECT: Patching on Powers streets

To:

Mr. John W. Cattrall
City & County Relations
Ore. State Highway Dept.
Salem, Ore.

Dear Sir:

I contacted Mayor Harold Ross of Powers yesterday relative to making repairs to the city streets which were oiled under a State Highway Dept. contract of 1948.

Mr. Ross advised that the city had purchased a patching kettle and were going to do the work with their own forces as soon as the asphalt arrives. Our section foreman, Mr. Geo. Orvis, at Broadbent, will instruct them as to the proper method of making the necessary repairs.

Very truly yours,

D. J. Sage
District Maintenance Supt.

DJS/an
cc: Mr. K. D. Lytle

NOTED
Harold C. Ayers

RECEIVED
APR 18 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN W. CATTRALL

March 31, 1949

NOTED
FORREST COOPER

Mr. Orvil Knight
City Recorder
Powers, Oregon

Dear Sir:

This will acknowledge your letter of March 28, 1949 regarding the oiling job on your city's streets, which was completed late last fall.

I will visit your city at my earliest opportunity and discuss the problem with you.

Very truly yours,

Forrest Cooper
Engineer, County and City Relations

By

H. E. A.

Harold E. Ayers
Field Engineer

HEA:EM

Sage Oil is contacting city and will make an estimate for them and will do the work if city will approve

NOTED
FORREST COOPER

City of Powers

IN THE HEART OF THE TIMBER

Powers, Oregon

3/22/49.

OREGON STATE HIGHWAY DEPT.
Mr Harold Ayers.
Dear Sir.

I am writing you in regards to the streets the Highway dept. Oiled in Powers last fall. The oiling job or hard suffaceing has gone to pieces very bad, All full of holes and is in a very bad condition.

The city Council of Powers would like for You to look it over.

Yours very truly.

Emil Knecht
City Recorder of Powers Ore.

NOTED
JOHN W. CATTRALL

RECEIVED
MAR 23 1949
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

RECEIVED
DEC 2 1948
FOR FILING

306-4001

3026

December 2, 1948

W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway Contract No. 3026 for oiling on the Powers (Poplar St. and Fourth Ave.) Section in Coos County, has been completed by the contractor, Baker & Wilson, and that final payment in the amount of $235.00 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $2,940.62, and that no force account work was performed therein. The above contract was completed September 9, 1948 but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc United States Fidelity & Guaranty Co.
Baltimore 3, Md.

[redacted]theson Insurance [redacted]
309 Sub Bldg.
Coos Bay, Oregon

NOTED ON CARD
12-2-48 [illegible]

Posted
250 ft
(1948)

October 15, 1948

Mr. Orvil Knight
City Recorder
Powers, Oregon

NOTED
FORREST COOPER

Dear Sir:

In accordance with your recent request, Mr. D. J. Sage, District Maintenance Superintendent for the Highway Department at Coquille, has made an inspection of the recently completed state job in Powers.

Mr. Sage reports that the job appears to be in a satisfactory condition, with one or two minor exceptions. He states that there is one small hole, caused by a soft spot, which will be repaired. Otherwise, the street appears to be ok, except for some blading and ditching work to take care of the drainage. This work in connection with the drainage should be taken care of by the city, in order to protect the work already done on the surfacing, and we would appreciate it if this work could be done in the near future before further damage occurs. The oiling work done on the Powers streets was not heavy enough to sustain traffic where poor drainage conditions exist, and in order to protect the oil surfaces it will be necessary to take care of the drainage adequately.

If we can be of any assistance to you in the future, feel free to call upon us at any time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
Harold C. Ayers

Forrest Cooper
Engineer, County and City Relations

FCcm

cc Mr. E. A. Collier
Mr. K. D. Lytle
Mr. D. J. Sage

NOTED
J. F. HAGEMANN

NOTED
JOHN W. CATTRALL

RECEIVED
OCT 13 1948
FOR FILING

306-4001

3026

October 13, 1948

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Baker & Wilson, on contract No. 3026, covering oiling on the Powers (Poplar St.& Fourth Ave.) in Coos County. This payment, in the amount of $2,705.62, will be made on or after October 23, 1948. The retained percentage is $235.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Kaufman-Atchesson Insurance Agency
209 Hub Building
Coos Bay, Oregon

NOTED ON CARD

10-13-48 GL

Powers
#250,000 Fund
(1948)

FORM E-20 2694 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon.
October 13,1948.

SUBJECT: Powers Oil Job.

To: Mr.Forrest Cooper
Engineer,County and City Relations
Salem,Oregon.

Dear Sir,

Reference is made to your letter of October 7th,relative to the condition of the Powers oiling project which was completed last month.

We have gone over the work quite carefully and can find nothing wrong with the job,except one soft spot about 5' in diameter in the 3rd block.This should be dug out and patched,and I will arrange to have Orvis take care of it the next time he is working near Powers.

Cause of the complaint was based on the fact that considerable 1/4" minus has set up on the surface giving the appearance of pot-holeing.This is not detrimental to the surface and will eventually wear off.

Considerable water was standing in the ditches and even out on the oil and Mr.Knight was advised that the city should take care of this at once to protect the surface.

Very truly yours,

D.J.Sapp
District Maintenance Supt.

cc:Mr.E.A.Collier
Mr.K.D.Lytle

NOTED
J. F. HAGEMANN

RECEIVED
OCT 14 1948
ENGINEER
COUNTY & CITY RELATIONS

Salem, Oregon
October 7, 1948

Mr. D. J. Sage
District Maintenance Superintendent
Coquille, Oregon

Dear Sir:

The City Recorder of Powers, Mr. Orvil Knight, informs me by letter that "....the job the state did here last September seems to be going to pieces in some places."

I wonder if you would be kind enough to take a look at this on your next trip to Powers, and give me a letter about the condition and if anything should be done immediately in the line of maintenance.

Very truly yours,

Forrest Cooper
Engineer, County and City Relations

mg

cc Mr. E. A. Collier

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 11, 1948, 19

Section Powers (Poplar St and 4th Ave.)

Kind of work Oiling

Highway City Streets

Section prefix 306 - 4001

Contractor Baker & Wilson

Contract number 3026

Date of Contract June 28, 1948, 19

Date of completion Sept. 30, 1948, 19

Date work started Aug. 30, 1948, 19

Estimated date of completion Sept. 8, 1948, 19

Amount of contract . . . . . $ 3133.34

Per cent of time elapsed 78 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 3100.00

Per cent of contract completed, based on total contract price . . . . . All %

Engineering cost to date $ 175.00, 5.6 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job was started on the Aug. 30th with the leveling course and prime coat being applied by the 3rd. Start the oil mat on the 7th and complete on the 9th.

RECEIVED
SEP 13 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 13 1948
H. W. [illegible]

NOTED
E. M. [illegible]

Signed C C Gale

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				0.44	
Miles partially completed				"	
Miles completed				"	
Total estimated quantities				320	
Estimated quantities moved or placed to date				"	
Average daily quantities				110	
Average daily quantities necessary to complete project on time				Completed	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders 1....., Rollers 1....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., Distributer and 2 trucks, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
AUG 4 - 1948
FOR FILING

306-4001

3026

August 3, 1948

Baker & Wilson
Box 45
Coos Bay, Oregon

Gentlemen:

We enclose herewith, a fully executed copy of contract No. 3026, which was awarded to you on June 28, 1948, by the State Highway Commission, covering the Pavement Oiling Project on Poplar St. and Fourth Ave. in Coos County. This copy is for your records and files.

An executed copy of the above-mentioned contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUL 2 1948
FOR FILING

306-4001
3096

July 1, 1948

Mr. Orvil Knight
City Recorder
Powers, Oregon

Dear Mr. Knight:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Powers, particularly covering improvement of Poplar Street from First to Fourth Street, and Fourth Street from Poplar to Hill Creek Branch Railroad, approximately 2,300 lineal feet.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EHS:ms
Enc.

cc - Hon. A. L. Burch
Mayor of the City of Powers
Powers, Oregon

RECEIVED
JUL 1 1948
FOR FILING

206-4001

3026

June 30, 1948

Baker and Wilson
Box 45
Coos Bay, Oregon

Gentlemen:

The State Highway Commission on June 28, 1948, awarded you the contract for the Powers Oiling project on Poplar Street and Fourth Avenue in the City of [redacted], Coos County. This award was based on your low bid of $3,133.34 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Pendarvis

April 16, 1948

Mr. A. L. Burch, Mayor
Powers, Oregon

Dear Sir:

On April 2, 1948, Mr. Forrest Cooper, Assistant Division Engineer, and Mr. Harold C. Ayers of this office, called upon you and looked over certain streets in Powers which the city council had proposed be improved under the provisions of Chapter 425, Oregon Laws 1947, which provides funds for assistance on city streets being subjected to unusual industrial traffic.

As a result of their investigation, they report certain phases of the proposed improvement which the city should undertake prior to the state making a permanent improvement of these streets.

Mr. Cooper and Mr. Ayers pointed out to you on the ground the conditions listed below, which I believe it was understood when Mr. Cooper and Mr. Ayers were there, would be an obligation of the city.

1. Complete drainage project, all areas on proposed project.

2. Place rock surfacing on roadway wherever width of present surface does not conform to the standard width of city streets.

3. Remove burn which has resulted from drainage ditch excavations.

4. Blade down high spot at intersection of Poplar and 4th Street.

5. Blade the shoulders over whole project to provide drainage, and in general level all shoulders.

The conditions mentioned above should be corrected at your earliest convenience, so as not to delay the paving of this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

HCA:mm
cc Mr. Forrest Cooper

Oscar Outler
Engineer, County and City Relations

250,000

Powers 4-2-48

Mr. Forrest Cooper & I investigated project in Powers - then picked up Mr. A. L. Birch mayor of Powers and explained to him the phases of the project the city was to perform before we undertook to place 0-11 oil mat.

Mr. Burch agreed and asked for a letter that he could present to council setting forth the following:

City to:

1. Continue drainage project so as to drain the areas on 4th st by logging garages and other low spots of the asphalt project
2. Place rock surfacing on narrow locations over whole project.
3. Remove berms which has resulted from drainage ditch excavation over whole project.
4. Blade down high spot at intersection of Poplar and 2nd st.
5. Generally slick up shoulders by blading.

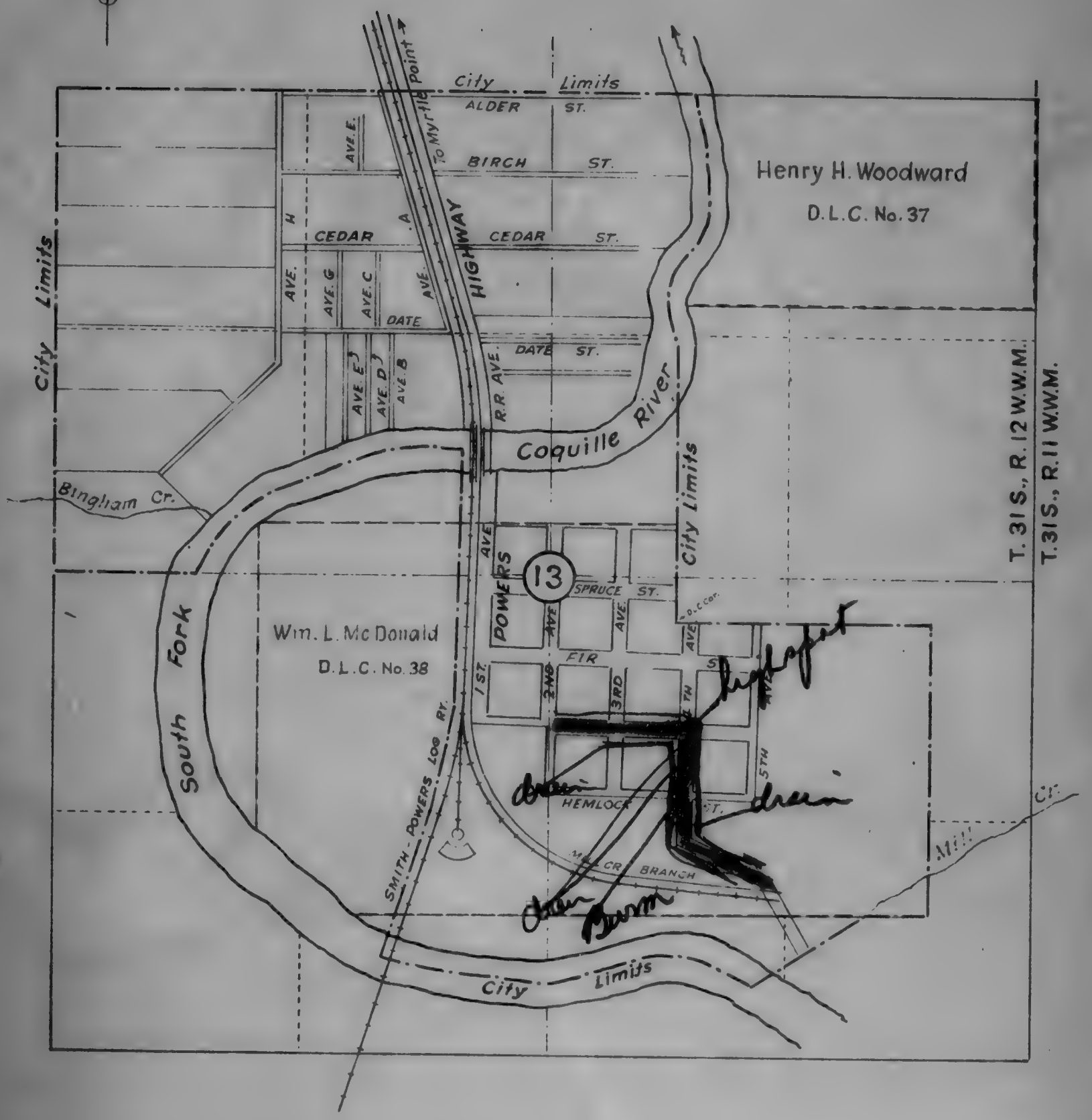
Mr Cutler:
Would you please write such a letter.

Written 4-16-48 HC

POWERS

COOS COUNTY

Scale 1 in. = 800 ft.



Rev. 6 13-17

R E S O L U T I O N

1-19-48

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Powers is an incorporated city of the State of Oregon, and has a population of 762 U.S.m., as given by the latest official census, and

WHEREAS, the following streets of said city, 1st 2 St. 4 St. Fir St. Hughes St.

_____

_____

_____

_____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: 1st 2 St. 4 St. Fir St. Poplar St.

_____

_____

_____

_____

_____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Powers does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 19 day of Jan, 1945.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Powers at a regular or special meeting of said council, held on the 19 day of Jan, 1945 and the above copy is a true and correct copy of the original and of the whole thereof.

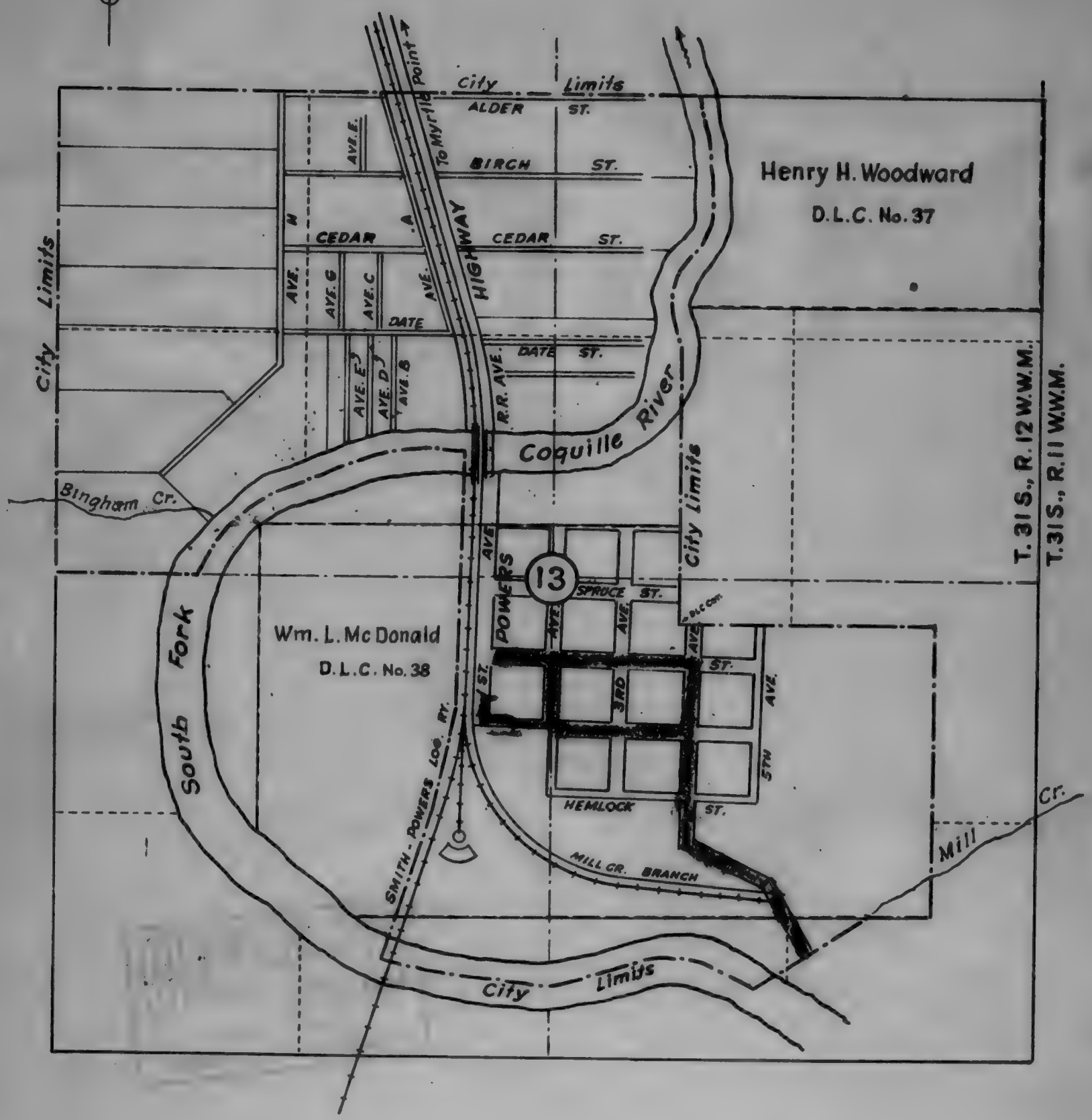
Dated this 19 day of Jan, 1945.

Basil Knight
City Recorder

POWERS

COOS COUNTY

Scale 1in. = 800ft.



Rev. 6-19-'47

7.

Sheet ____ of ____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Powers Logged by HBA Car No. 46-45

Road or Street #1 Recorder HBA

Date 1-14-48 Weather Clear warm Project 25 [illegible] Fed (46)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	City Limit		20'	Gravel	Poor	
.10	RR Xing					
.18	W Junction oil		16'	O-9	Poor	badly alligatored
.24	± Hemlock					Shallow ditches
.30	± Poplar St					for - no drainage
.38	± 2nd.					Patched O-11
.455	E 2nd				Poor	balance rutted
.50	Station				Fair	some shoulder
.53	end of Project		22'	O-11	good	Slab mentions
						to this point
	Picture #46-45 Poplar St 2nd St Intersection					
	67,600,643 lbs ft moved over this road					
	in 1947					

Sheet ____ of ____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Powers Logged by HLG Car No. ____

Road or Street 2nd St Recorder ____

Date 1-14-48 Weather ____ Project ____

M. P.	Location	Length	Width	Type	Condition	Remarks
00	Pacific St		30	0-9	Fair	Well patched & resurfacing
.065	First St					

Sheet ____ of ____

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Powers Logged by 106 Car No. ____

Road or Street #2 Recorder ____

Date 1-14-48 Weather Clear warm Project ____

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	1st ave		24'	O-11	Good	
.06	2nd ave		36'	Gravel	Poor	
.14	& 3rd ave					
.22	& 4th ave (1st Corner)		30'	Gravel	Poor	
.29	& Poplar					

Picture #'s 13 14 Fir St at 2nd looking East toward 4th.

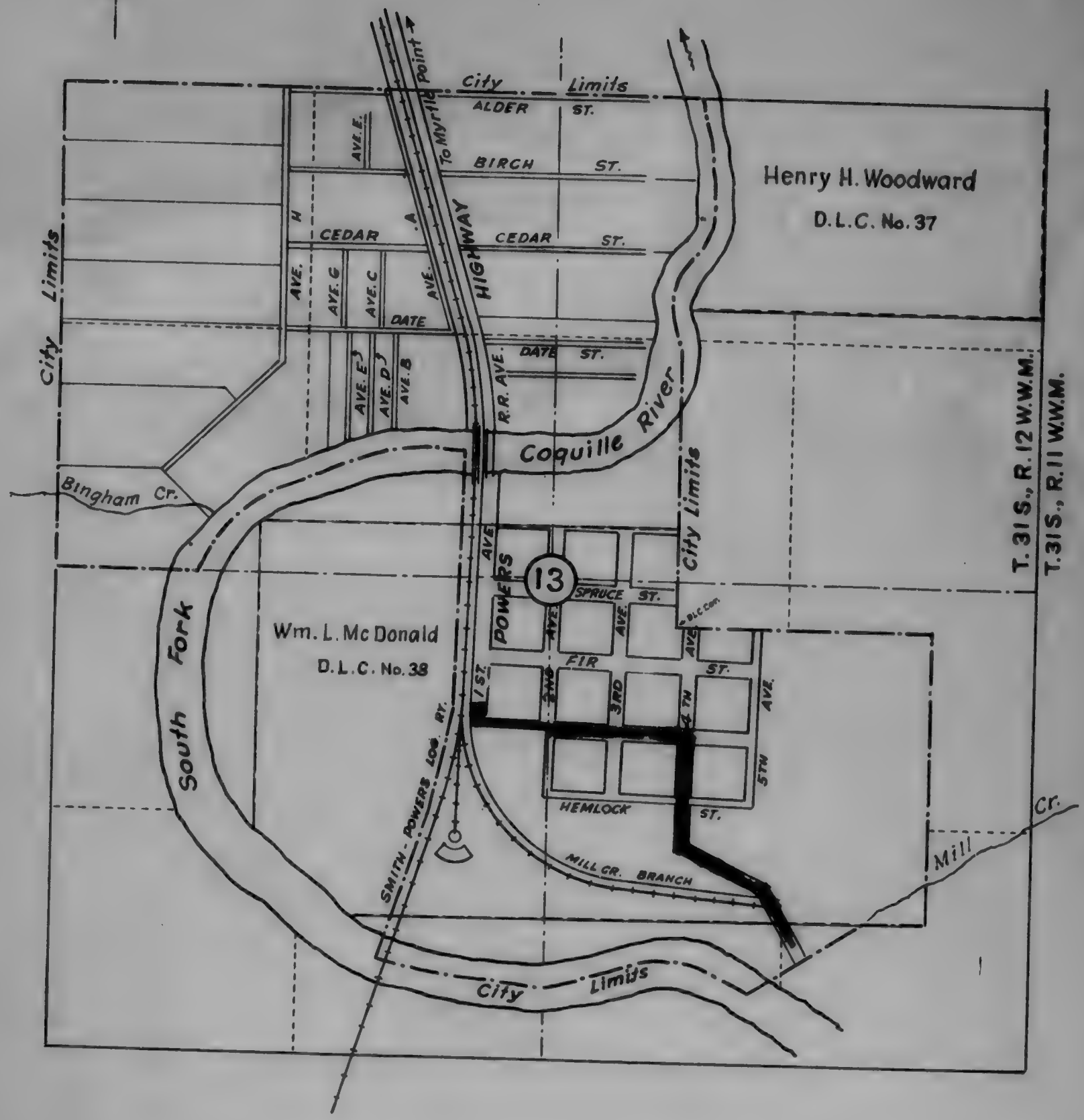
Powers 1-14-48
4th Street at Poplar,
looking south

Powers 1-14-48
Poplar Street at 2nd,
looking east

POWERS

COOS COUNTY

Scale 1in. = 800ft.



Rev. 6-19-'47

33-3406 Const. Maint. Building at Maupin.

#3027 1948

RECEIVED
FEB 24 1949
FOR FILING

33-2406

3027

February 23,1949

Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

Reference our letter to you of February 21, 1949.

Please be advised that through a transposition of figures the amount of the final payment to Archie E. Averill on contract No. 1027, covering the Newport Maintenance Building in Lincoln County, was stated as $2,037.30 instead of $2,307.30 which is the correct amount.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Eaton,Lively & Pearson
Yeon Building
Portland 4, Oregon

RECEIVED
FEB 22 1949
FOR FILING

33-3406

3027

February 21, 1949

Aetna Casualty & Surety Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway contract No. 3027 covering Maupin Maintenance Bldg. in Wasco County, has been completed by the contractor, Archie R. Averill, and that final payment in the amount of $2,037.30 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $12,862.80 and that no force account work was performed on the project. This contract was completed on January 6, 1949 but has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Aetna Casualty & Surety Co.
Eaton, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-21-49 g-R

RECEIVED
FEB 2 - 1949
FOR FILING

33-3406
3027

February 1, 1949

Mr. Archie R. Averill
Rte. 9, Box 87h
Portland 2
Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 30 days, from December 31, 1948 to January 31, 1949, within which to complete your contract No. 3027 covering the Naupin Maintenance Building in Wasco County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc: Wm. E. Chandler,
Division Engineer

NOTED ON CARD
2-1-49 JK

E. S. Pearson

RECEIVED
JAN 12 1950
FOR FILING

33-3406

30-27

January 7, 1950

Request for extension of time
No. 6
January 24 and 25 meeting

State Highway Commission

Gentlemen:

Re: Time extension on Haupin
Maintenance Building,
Contract No. 3047

Herewith copy of an application for an extension of time in which to complete the construction of the Haupin Maintenance Building, Arvale E. Averill, contractor.

This work was to have been completed on December 31, and was finished with the exception of placing the plumbing fixtures. We took possession on that date, and our maintenance crew moved in. The contractor is now completing the installation of these fixtures.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CEP:gm
cc H. B. Gleinyer
R. H. Baldock
W. C. Williams
C. E. Pearson
W. A. Reeves

RECEIVED
AUG 4 - 1948
FOR FILING

~~S 15 (B) 32~~ 3406

3027

August 3, 1948

Archie R. Averill
Route 9, Box 87A
Portland 2, Oregon

Dear Mr. Averill:

We enclose herewith a fully executed copy of contract No. 3027 which was awarded to you on June 25, 1948, by the State Highway Commission, covering the construction of the Maintenance Building at Mosgin in Wasco County. This copy is for your records and files.

An executed copy of the above-mentioned contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUL 1 1948
FOR FILING

33-3406

3027

June 30, 1948

Archie R. Averill
Route 9, Box 874
Portland 2, Oregon

Dear Mr. Averill:

The State Highway Commission on June 28, 1948, awarded you the contract for the construction of a Maintenance Building at Maupin, in Wasco County. This award was based on your low bid of $13,060.00 submitted on that date. for alternate B.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - S. H. Probert
G. S. Paxson

RECEIVED
JUN 24 1948
FOR FILING

5-M

33-3406

3027

Salem, Oregon
May 26, 1948

Mr. E. A. Collier
Maintenance Engineer

On May 25 the Highway Commission approved the construction of a standard equipment storage headquarters at Maupin, Oregon, for the estimated cost of $15,000.

The building is to be designed by the Bridge Engineer and constructed by contract.

With the above authorization that portion of our budget under Capital Outlays for the Construction of Buildings and Improvements has a balance of $117,005 unallocated, with a reserve of $5,215, after deducting the projects authorized by the Commission at the last meeting.

W. W. Stiffler

WWSacv
cc G. S. Paxson
M. H. Mawdsley

RECEIVED
MAY 24 1948
FOR FILING

32-3405
3027

May 20, 1948

Oregon State Highway Commission

Gentlemen:

Our equipment storage and maintenance headquarters at Maupin, Oregon, is located in rented quarters in property that has been unsatisfactory for many years and which has handicapped our operations from this headquarters, due to insufficient space. There are no other available quarters in the city which could be utilized on a rental basis.

We own a suitable lot for building purposes at a very good location at the edge of the city, where water and electric power are available.

It is my recommendation that authority be granted to construct a standard building at this location, with construction to be performed by contract under competitive bids at the estimated cost of $15,000.

This project has been anticipated and included in a three-year building program and is included in our 1948 budget approved by the Commission in principal in the amount of $194,785, less contingencies and reserve.

The above project is shown and included in an analysis showing the current status of this section of the budget, "Construction of Buildings and Improvements at Maintenance Stations."

This will be on the agenda of the May 24-25 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:ew
cc - W. W. Stiffler

RECEIVED
JUL 20 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

33-3406

3027

Salem, Oregon
May 18, 1948

SUBJECT: Maupin Maintenance Building

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
O F F I C E

Dear Sir:

At Maupin we now occupy a dilapidated wooden building which presents a serious fire hazard and is inadequate in size. The construction of a standard maintenance station at this location has been scheduled on our three-year building program. We own the property upon which we plan to build.

We recommend that this project be advertised for bids to be received at the next Highway Commission meeting and the building constructed by contract. The installation of the fence, gas pump and tank can be performed by state forces.

The cost of this building and the contingent improvements is estimated at approximately $15,000.00. Frame Const. ~~$10,000.00 Galv. Sheet Metal Steel Frame~~

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm

S-13(3) Fir Grove Sec., Independence- 1948
Albany Co. Rd.
#3028

RECEIVED
Fir Grove Section
FOR FILING
X-13 (2)

FINAL COST ANALYSIS

Independence-Albany County Road
Prefix 202-1016

Stevenson Construction Co.
D. D. Rohrbough, Resident Engineer

NOTED

3028

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$1,409.55	$3,000.00
Struct. Excavation	228.45	Cu. Yd.	$2.50	$0.86	196.58	571.13
Trench Excav., Unclass.	46.94	" "	2.50	0.862	40.50	117.35
Borrow Excav., Unclass.	14,070.3	" "	0.30	0.192	2,706.77	4,221.09
Gen'l. " "	15,342.4	" "	0.30	0.218	3,349.82	4,602.72
Short Overhaul	4,158.3	Yd. Sta.	0.02	0.02	83.17	83.17
Long Overhaul	1.14	C-Yd. Sta.	0.50	0.50	0.57	0.57
Truck Haul on Borrow	17,042.7	Yd. Mi.	0.10	0.092	1,574.67	1,704.27
Finishing Roadbed and Slopes	2.14	Mile	500.00	342.20	732.31	1,070.00
12" Concrete Pipe	1,791	Lin. Ft.	2.00	1.10	1,964.14	3,582.00
18" " "	51	" "	3.50	2.45	125.07	178.50
24" " "	54	" "	4.00	3.38	182.39	216.00
30" " "	54	" "	6.00	5.19	280.03	324.00
36" " "	60	" "	8.00	6.72	403.09	480.00
Salvaging Culvert Pipe	54	" "	2.00	1.62	87.58	108.00
Class "A" Concrete	13.91	Cu. Yd.	60.00	45.25	629.47	834.60
Metal Reinforcement	1,517	Lb.	0.15	0.093	140.74	227.55
Selected R/B Topping	8,163	Cu. Yd.	0.41	0.31	2,510.18	3,346.83
Hauling " "	12,317	Yd. Mi.	0.12	0.083	1,025.28	1,478.04
3/4"-0" Gravel in Level Course and Shldrs.	2,692	Cu. Yd.	2.75	2.62	7,042.26	7,403.00
Sprinkling	506.8	M/Gal.	3.00	1.63	826.73	1,520.40
Preparation of Base	2.14	Mile	200.00	482.43	1,032.42	428.00
Furn. & Place Aggregate	1,074	Cu. Yd.	4.00	3.72	3,991.84	4,296.00
Furn. & Place 151-200 Aggregate	121.61	Ton	41.00	41.52	5,049.61	4,986.01

Item	Quantity	Unit	Bid Cost	Total Cost	Revenue
PA #1, Move & Rep. Water Pipe	100%	All	$150.00	$150.00	$150.00
PA #2, Purchase Excess Asphalt in Bbl.	1	Ton		27.80	27.80
PA #3, Cement Adjustment, Favor of Contractor	1.35	Bbl.	5.74	5.74	5.74
				$35,568.31	$44,962.77

Gross Revenue	$44,962.77
Total Cost	35,568.31
Net Profit	$9,394.46

Net Profit Equals 20.9% of Gross Revenue

Fir Grove

Detail of Cost

Labor:

Supervision		$500.00
Labor		8,558.35
State Industrial Accident Insurance		374.84
Unemployment Insurance		286.35
Social Security		88.49
		$9,808.03

Materials:

12" Concrete Pipe	1,791	lin. ft. at	$0.75	$1,343.25
18" " "	51	" " "	1.60	81.60
24" " "	54	" " "	2.20	118.80
30" " "	54	" " "	3.30	188.10
36" " "	60	" " "	4.75	285.00
3/4"-0" in Shldrs. & Level Course				3,365.00
Mineral Aggregate				1,342.50
Ready Mix Concrete				187.50
Metal Reinforcement				112.56
151-200 Asphalt				2,845.83
Freight on Oil				343.31
				10,213.45

Equipment Rental & Miscellaneous Expense:

Equipment Rentals, Owned	$5,660.02	
" " , Hired	2,899.59	
Hired Trucks, Inc. Operators	2,082.00	
Gas, Oil & Grease	1,487.28	
Moving In, Freight & Cartage	675.93	
Misc. Supplies & Small Tools	314.70	
Lumber	138.60	
Bond & Insurance	490.20	
Home Office & General Overhead	1,798.51	
		15,546.83

Total Cost $35,568.31

Remarks:

This was a "Federal Aid Secondary Project". The contract, calling for the grading, surfacing and oiling of 2.14 miles of highway on the Fir Grove Section of the Independence-Albany County Road in Benton County, was awarded June 29th, 1948. Work on the project was started July 13th, 1948, and completed October 16th, 1948.

The clearing consisted of light brush and a few big fir trees. The fir trees were cut with power saw, and the brush was cleared with a D-7 tractor and brush dozer and a D-4 tractor with dozer. The clearing was completed in about 7 working days.

The General Excavation was done with two D-8 tractors and scrapers and one D-8 tractor with dozer. The excavation material was all dirt so this item shows a fair profit.

The Borrow material and Selected Roadbed Topping all came from the Homes pit located on the job. The borrow material and roadbed topping were hauled with four tournapulls with a D-8 tractor and dozer to help load. The street equipment consisted of a #12 blade and 1,000-gal. water truck. Due to good equipment these items show a fair profit.

The oiling was started September 20th, and was finished October 10th. This long period required to do the oiling was due to rainy weather. Equipment used on oiling and aggregate operations included: retort, 900-gal. distributor, #12 blade, #99 Austin Weston blade, 3 rented trucks and a 10-ton roller. The oil was shipped from Portland. Due to weather conditions the oiling shows a small loss.

The 3/4" - 0" Rock and Mineral Aggregate were purchased from Bowman's plant in Albany and hauled to the job in rented trucks.

Good equipment and good supervision enabled the contractor to make a nice profit on this contract.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

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APR 4 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

8-13 (3)

3028

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 31, 1949

Honorable George I. McKee
County Judge, Benton County
Corvallis, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This is to advise that Contract No. 3028 for grading and oil mat surfacing of the Fir Grove section of the Independence - Albany County Road, in Benton County, F.A.S. Highway No. 193, was completed by the contractor October 16, 1948, and accepted by the Highway Commission December 20, 1948. The damage resulting to this section from last winter's weather has been repaired.

As the agreement, signed by the County Court and State Highway Commission under dates of June 11, 1948 and June 26, 1948, provides that the County shall maintain certain sections of the Independence - Albany County Road, which are covered in the contract completed October 16, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Benton County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: Forrest Cooper
Engineer, County and City Relations

JVE:MM

CC: Mr. W. C. Williams
Mr. H. C. Smith
Mr. E. A. Collier
Mr. F. D. Mason

RECEIVED
MAR 11 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

March 10, 1949

IN REPLY PLEASE
REFER TO FILE

1-13(3)
3028

148 C Street
Independence, Oregon

Dear Sir:

In regard to your telephone call today to Mr. Glaisyer regarding the payment due to the Holmes in connection with the borrow material on the Fir Grove Section, please be advised that our Accounting Department states that a check has already been put in the mail in favor of the Holmes in the amount of $1,111.67.

If there is any further information concerning this matter, please contact the writer of this letter.

Yours very truly,

J. M. DEVERS

By

G. W. MEDNER
Assistant Counsel

GWM:avh
cc - H. B. Glaisyer

NOTED
H. B. GLAISYER

RECEIVED
JUN 3 1949
FOR FILING
74.P43

S O P X

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division Eight

Referred to
Prebert by
Acting Chief Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

COPY

Dear Sir:

Project Statement sketch maps submitted by you in recent months do not show the project length. Will you kindly furnish lengths in miles of the following projects:

FAP 151	Myrtle Point-Remote	17.93 Mi.
FAP 49	Portland--Oregon City	11.55 Mi.
~~FAS 13~~	Independence - Albany	18.48 Mi.
FAS 46	cequille myrtle point	13.10 Mi.

It is requested that length of project be indicated in the the title block on all future submissions.

Very truly yours,

T. M. Davis
District Engineer

RECEIVED
MAR 4 1949
FOR FILING

813 (3)
3028

March 4, 1949

American Surety Co.of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

This to advise that State Highway Contract No.3028, for grading and surfacing on the Pir Grove Section of Independence-Albany County Road in Benton County, has been completed by the contractor, Stevenson Construction Co., and that final payment in the amount of $1,343.35 will be made on or after March 14, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $44,962.77, and that no force account work was performed on the project. The above contract was completed on October 16 and accepted by the Highway Commission on December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: American Surety Co.of New York
R. Murray, Agent
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
3-4-49 gl

RECEIV[redacted]
JAN 10 194[redacted]
FOR FILI[redacted]

8-13(3)

3028

January 10, 1949

American Surety Co.of New York
David A. Lundin, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Stevenson Construction Company, covering contract No. 3028, covering the Fir Grove Section of the Independence-Albany County Road, Benton County. This payment, in the amount of $1,110.64, will be made on or after January 20, 1949. The retained percentage amounts to $1,349.05.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: American Surety Co.of New York
E. Murray, Agent
725 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
1-10-49 JK

RECEIVED
MAR 3 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
SEN. R. CHANDLER, MEMBER
COOS BAY

D-13(3)
3028

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 23, 1948

Honorable George I. McBee
County Judge, Benton County
Corvallis, Oregon

Dear Sir:

This is to advise that Contract No. 3028 for grading and oil mat surfacing of the Fir Grove section of the Independence - Albany County Road, in Benton County, F.A.S. Highway No. 193, was completed by the contractor October 16, 1948, and accepted by the Highway Commission December 20, 1948.

As the agreement, signed by the County Court and State Highway Commission under dates of June 11, 1948 and June 26, 1948, provides that the County shall maintain certain sections of the Independence - Albany County Road, which are covered in the contract completed October 16, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Benton County.

Very truly yours,

R. H. Baldock
State Highway Engineer

Forrest Cooper J.F.H.

By: Forrest Cooper
Engineer, County and City Relations

JFH:MM

CC: Mr. W. C. Williams
Mr. H. O. Smith
Mr. K. A. Collier
Mr. F. D. Eacon

RECEIVED
NOV 19 1948
FOR FILING
8-13 (3)
3028

November 19, 1948

American Surety Co.of New York
David A Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

This to advise that it is the intention of the State Highway Commission to release to the Stevenson Construction Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3028 for grading and surfacing on the Fir Grove Section of the Independence-Albany County Road in Benton County. This payment, which is in the amount of $5,400.82, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $2,114.70. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Co.of New York
B. Murray, Agent
Yeon Building
Portland 4, Oregon

NOTED ON CARD

11-22-48

RECEIVED
FOR FILING
S-13(3)

October 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3995
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 16, 1948 on Contract No. 3088, Fir Grove Section, in connection with Federal Aid Project No. S-13 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/gs

cc to Fircrest Cooper

Form E-1—634—1-48

2-13 (3)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 16, 1948

Section Fir Grove

Highway Independence - Albany County Road

Contractor Stevenson Construction Co.

Date of Contract June 29, 1948

Date work started July 13, 1948

Amount of contract . . . . . $ 45,362

Estimated cost of completed project, exclusive of engineering . . . . . $ 45,562

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 5,600, 7.8 %

Kind of work Grading & Oil Mat Surfacing

Section prefix 202-1016 S-13(3)

Contract number 3028

Date of completion October 31, 1948, 19

Estimated date of completion 10/16/48, 19

Per cent of time elapsed 88.65 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On Sunday the oiling was resumed. At 2:30 work was shut down by a heavy rain.

On Tuesday the contractor worked a blade on this project.

Wednesday oiling was completed. The balance of the week was spent on shoulders a nd maintaing. All work was completed Saturday.

RECEIVED
OCT 18 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed K. W. Pettough Res. Engr.

Address Route 1, Box 100, Albany, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.14	2.14		2.14	
Miles partially completed					
Miles completed	"	"		"	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders .....1....., Rollers .....1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., 5. Trucks ....., Distributor....., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain	4	Rain
Monday	Rain		No work due to rain
Tuesday	Fair		To Wet for oiling
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 15, 1948

S-13(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project S-13(3), Fir Grove Section of the Independence-Albany Road.

Very truly yours,

W. H. LYNCH
Division Engineer

By: H. Canfield
H. C. Canfield
Principal Highway Engineer

Encl.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WASpr 7537

State Oregon

Federal Aid Secondary Project No. S-13(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of October, 19 47,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 19 47, a project statement, which was approved on the 11th day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 24th day of June, 19 47; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-nine thousand and 00/100

dollars ($ 29,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11279-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1937; Chap. 31, Laws 1939; Chap. 389, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 230+62.1 in the NW 1/4, Section 34, T. 10 S., R. 4 W., W.M., and survey station 314+00 in the SE 1/4, Section 10, T. 10 S., R. 4 W., W.M., without exception.

, length 2.116 miles, in Benton County, being Oregon Federal Aid / Secondary project No. S-13(3), consisting of 2.116 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-nine thousand and 00/100 dollars ($29,000.00), which does not exceed the authorized Federal pro rata share of forty-nine thousand, eight hundred ninety-eight and 20/100 dollars ($49,898.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 329, Laws 1929.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 22[illegible]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[illegible] STATE HIGHWAY [illegible]
(Official title of Highway Department)

By [signature]

[illegible], State Highway [illegible]
(Title of officer)

Attest [signature]
SECRETARY

By [signature]

[illegible], State Highway [illegible]
(Title of officer)

By [signature]

[illegible], State Highway [illegible]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [signature]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—41379-2

RECEIVED
OCT 15 1948

RECEIVED
DEC 23 1948
FOR FILING
S 13(3)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Fir Grove Section, Project No. S-13 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-13 (3)

FOR GRADE SECTION OF THE

[illegible]-ALBANY ROAD IN BENTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 230+62.1 to 344+00)

All Required		Clearing and Grubbing		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 2.50	500.00
100	cu. yds.	Trench Excavation, Unclassified	2.50	250.00
18,000	cu. yds.	Borrow Excavation, Unclassified	0.30	5,400.00
16,000	cu. yds.	General Excavation, Unclassified	0.30	4,800.00
4,200	yd. sta.	Short Overhaul	0.02	84.00
50	C-yd. sta.	Long Overhaul	0.50	25.00
17,000	yd. mi.	Truck Haul on Borrow	0.10	1,700.00
2.14	miles	Finishing Roadbed and Slopes	500.00	1,070.00
1,100	lin. ft.	12" Concrete Pipe	2.00	2,200.00
60	lin. ft.	18" Concrete Pipe	3.50	210.00
50	lin. ft.	24" Concrete Pipe	4.00	200.00
60	lin. ft.	30" Concrete Pipe	6.00	360.00
80	lin. ft.	36" Concrete Pipe	8.00	640.00
900	lin. ft.	Salvaging Culvert Pipe	2.00	1,800.00
16	cu. yds.	Class "A" Concrete	60.00	960.00
2,200	lbs.	Metal Reinforcement	0.15	330.00
8,200	cu. yds.	Selected Roadbed Topping	0.41	3,362.00
9,300	yd. mi.	Hauling Roadbed Topping	0.12	1,116.00
2,900	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.75	7,975.00
240	M-gals.	Sprinkling	3.00	720.00
2.14	miles	Preparation of Base	200.00	428.00
960	cu. yds.	Furnishing and Placing Aggregates	4.00	3,840.00
26	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	41.00	1,066.00
40	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	41.00	1,640.00
46	tons	Furnishing and Placing 151-200 Asphalt	41.00	1,886.00
			Subtotal	$45,362.00
			10% Engr. & Cont.	4,536.20
			Total	$49,898.20

Length of Roadway 2.142 miles
Cost per mile $23,295.16

Federal Secondary Funds- - - -

RECEIVED
AUG 17 1948
FOR FILING

2-13 (3)

August 11, 1948

Stevenson Construction Co.
Rte. 9, Box 342
Salem, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of contract No. 3028 which was awarded to you on June 29, 1948, by the State Highway Commission covering the Fir Grove Section of the Independence-Albany County Road in Benton County. This copy is for your records and files.

The surety on your bond is also being sent a copy.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUL 15 1948
FOR FILING

S-13 (3)
3028

July 14, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 13, 1948 on Contract No. 3028, Fir Grove Section, in connection with Federal Aid Project No. S-13 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

KHC/gs

RECEIVED
JUL 1 1948
FOR FILING

S-13(3)
3028

June 30, 1948

Stevenson Construction Co.
1875 Market Street
Salem, Oregon

Gentlemen:

The State Highway Commission on June 29, 1948, awarded you the contract for the Fir Grove Section of the Independence-Albany County Road in Benton County. This award was based on your low bid of $45,362.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - S. H. Probert

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
BEN. R. CHANDLER,
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

2(13)(3)

June 30, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four signed copies of a maintenance agreement which have been signed by the County Court of Benton County and the State Highway Commission, in connection with Federal Aid Project No. S-13 (3), Fir Grove Section of the Independence-Albany Road in Benton County.

Also enclosed are four signed copies of an encroachment resolution for the above project.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

C. H. Armstrong
C. H. Armstrong
Engineer, County and City Relations

ms

Encl.

cc Mr. J. W. Nash

RECEIVED
FOR FILING
OREGON DISTRICT
S 13(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

June 29, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project S-13(3), Fir Grove Section of the Independence-Albany County Road, to Stevenson Construction Company, Salem, Oregon, low bidder.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 1948
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
June 14, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have secured, from the County Court of Benton County, an agreement which provides that the county will maintain the Fir Grove Section of the Independence-Albany Road, Federal Aid Secondary Highway No. 193 (Federal Aid Project No. S-13 (3)), after completion of the proposed project.

This agreement is now ready for execution by the Highway Commission. I am enclosing seven copies, and I would appreciate it if you would have all of them signed, as four signed copies are required by the Public Roads Administration.

Very truly yours,

C. H. Armstrong
Engineer, County and City Relations

mc

Encl.

Project No. S-13 (3)

RESOLUTION

6-11-48

WHEREAS, a County Road in Benton County, State of Oregon, known as the Independence-Albany County Road, is routed through the County of Benton, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Benton County, the section adopted for improvement being more particularly described as follows; to wit:

State Highway Engineer's Survey Station 230+62.1, a point on the Independence-Albany Road in the NW¼ of Section 24, T. 10 S., R. 4 W., W. M.; thence westerly and southerly to Fir Grove; thence northerly and westerly to State Highway Engineer's Survey Station 314+00, a point on the Independence-Albany Road, in the SE¼ of Section 10, T. 10 S., R. 4 W., W. M., a distance of 2.14 miles

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Benton will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Benton County, Oregon, that no encroachments will be permitted on the county road, known as the Independence-Albany County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said

county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Benton County, Oregon, this 11th day of June, 1948.

Attest:

(County Court Seal)
A. J. Moore
County Clerk
By M. Madison, Deputy

By Lea D. McBee
County Judge

By O B Kyle
County Commissioner

By M. E. Mack
County Commissioner

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Benton County, Oregon, on the 11th day of June, 1948, at the regular or special meeting of said County Court.

Dated this 11th day of June, 1948.

A. J. Moore
County Clerk
By M. Madison, Deputy

June 10, 1948

Honorable George I. McBee
County Judge of Benton County
Corvallis, Oregon

Dear Judge:

The State Highway Commission is planning to call for bids, on June 29, for a grading, surfacing and oiling project on the Fir Grove Section of the Independence-Albany Road in Benton County (Federal Aid Project No. S-13 (3)).

In connection therewith, the Federal Government requires that the county adopt the usual standard form of encroachment and traffic resolutions; also the standard agreement in which the county agrees to maintain the road after the construction work has been completed.

We are, therefore, enclosing seven copies of an encroachment resolution, and eight copies of a maintenance agreement, to be executed by the County Court of Benton County.

If the maintenance agreement is approved, and after it has been executed by the court and attested by the county clerk, please return all eight copies to the Oregon State Highway Department, attention of C. H. Armstrong, and after it is executed by the Commission one signed copy will be returned for the records of the county. One copy of the encroachment resolution may be retained for the county's records, and the remaining copies returned to this Department.

As bids will be called on June 29, and it is required that encroachment resolutions and maintenance agreements be executed before a contract is awarded, we would appreciate it if the resolution and agreement can be executed and returned to this Department before that date.

Under separate cover, we are sending you a copy of the plans for the above project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

ms
Encl.

C. H. Armstrong
Engineer, County and City Relations

RECEIVED
DEC 22 1948
FOR FILING

S 13(3)

June 4, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Fir Grove Section, Project No. S-13 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department — Federal Aid Secondary Project No. S-33 (3)

Federal secondary funds—FIR GROVE SECTION OF THE - - - - - - - - - - - - - $50,000.00
State funds - 3,372.00
INDEPENDENCE-ALBANY ROAD IN BENTON COUNTY
$53,372.00

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 4, 1948

Roadway (Sta. 230+62.1 to 344+00)

All Required		Clearing and Grubbing		$ 1,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
100	cu. yds.	Trench Excavation, Unclassified	3.00	300.00
18,000	cu. yds.	Borrow Excavation, Unclassified	0.35	6,300.00
18,000	cu. yds.	General Excavation, Unclassified	0.35	6,300.00
4,200	yd. stas.	Short Overhaul	0.02	84.00
50	C-yd. stas.	Long Overhaul	0.50	25.00
17,000	yd. mi.	Truck Haul on Borrow	0.15	2,550.00
2.14	miles	Finishing Roadbed and Slopes	500.00	1,070.00
1,100	lin. ft.	12" Concrete Pipe	2.00	2,200.00
60	lin. ft.	18" Concrete Pipe	3.00	180.00
50	lin. ft.	24" Concrete Pipe	4.50	225.00
60	lin. ft.	30" Concrete Pipe	7.00	420.00
80	lin. ft.	36" Concrete Pipe	9.00	720.00
500	lin. ft.	Salvaging Culvert Pipe	1.50	750.00
16	cu. yds.	Class "A" Concrete	55.00	880.00
2,200	lbs.	Metal Reinforcement	0.12	264.00
8,200	cu. yds.	Selected Roadbed Topping	0.75	6,150.00
9,300	yd. mi.	Hauling Roadbed Topping	0.15	1,395.00
2,900	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.75	7,975.00
240	M-gals.	Sprinkling	3.00	720.00
2.14	miles	Preparation of Base	200.00	428.00
960	cu. yds.	Furnishing and Placing Aggregates	4.00	3,840.00
25	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	962.00
40	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	1,480.00
46	tons	Furnishing and Placing 150-200 Asphalt	37.00	1,702.00
45	tons	Furnishing and Placing RT-4 Tar in Binder Course	32.00	(Alternate)
56	tons	Furnishing and Placing RT-9 Tar	32.00	(Alternate)
		Subtotal		$48,520.00
		10% Engr. & Cont.		4,852.00
		Total		$53,372.00

Length of Roadway 2.148 miles
Cost per mile $24,916.90

Federal Secondary Funds- $20,000.00
State Funds- 23,372.90

$43,372.90

[redacted] SECTION

[redacted] NO. S-13 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

June 4, 1948

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

June 6, 1946
(Date)

The following major program change of the individual project is requested:

Oregon (State) | 1946 F.Y. Federal Aid Secondary Highway Program (Previous Program) | July 1, 1947 (Date of Approval)

COUNTY Benton | FA or FAS Route No. 193

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	4	S-13(3)	N. End FAS 13-B westerly 1.18 mi.	Survey-Plans					
				Right-of-Way					Gr., Dr., 2-lane intermediate-type surfacing
				Construction	30,000	30,000	20,000		
				Total	30,000	30,000	20,000	1.18	
Requested Revision	4	S-13(3)	N. End FAS 13-B to 1.4 mi. N., Fir Grove School	Survey-Plans					
				Right-of-Way					Same
				Construction	30,000	30,000	20,000		
				Total	30,000	30,000	20,000	2.140	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Project extended 0.96 mile to utilize the whole of the amount originally programmed.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested _____ State Highway Engineer 6/8/46

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
MAY 27 1947
FOR FILING

5-13-2

May 26, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In regard to Item No. 8, S-13(2), of the 1946 F. A. Federal Secondary Highway Program, county road in Benton County. Advise that this project is similar to that constructed in 1946, since a portion of this job was located at the same time as the other job and the project has merely been extended to the county line. We are using a 9-inch base and 2-inch leveling course with 20 feet of 6x6 oil mat.

Mr. E. G. Johnson, Locating Engineer, advises that he went over this section with Mr. Stoddart before the locating and it was the suggestion of Mr. Stoddart that the 20-foot roadbed used on the former section was unsatisfactory and we should use a 24-foot roadbed similar to that on the succeeding west of Camp Adair. A 2-plank guardrail was also decided upon at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc-Mr. E. G. Smith

310-4001 Riddle Drainage & Bit. Mac. 1948
Surfacing, Main & 4th St.
#3029

RECEIVED
DEC 2 1948
FOR FILING

310-4001

3029

December 2, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No.3029 for work on the Riddle (Main and Fourth Sts.) Section in Douglas County, has been completed by the contractor, Roseburg Paving Co., and that final payment in the amount of $330.50 will be made on or after December 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,016.71, and that no force account work was performed therein. The above contract was completed September 28 and accepted by the Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

H. Strayer, Agent
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
12-2-48 gl

RECEIVED
OCT 13 1948
FOR FILING

310-4001

30-9

October 13, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Roseburg Paving Company, on contract No. 3067, covering the Riddle (Main and Fourth Sts.) Section in Douglas County. This payment, in the amount of $4,718.90, will be made on or after October 23, 1948. The retained percentage amounts to $130.50.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Jo Stregum, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

10-13-48 GC

RECEIVED
OCT 13 1948
FOR FILING

310-4001

30-9

October 13, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Roseburg Paving Company, on contract No. 3069, covering the Riddle (Main and Fourth Sts.) Section in Douglas County. This payment, in the amount of $4,718.99, will be made on or after October 23, 1948. The retained percentage amounts to $130.98.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Jo Stregum, Agent
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
10-13-48 GC

Form B-1—6M—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 2, 19 48

Section Riddle (Main & Fourth) | Kind of work Drainage & Bit. Mac. Surfacing

Highway City Streets | Section prefix 310-4001

Contractor Roseburg Paving Co. | Contract number 3029

Date of contract June 29, 19 48 | Date of completion Sept. 30, 19 48

Date work started July 27, 19 48 | Estimated date of completion , 19

Amount of contract . . . . . $12,007.25 | Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 11,016.71

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 1100, 9.1 % | Date project was completed Sept. 28, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Shot final seal Monday

Cleaned up job Tuesday

Semi-Final estimate submitted to Division Office Friday.

H. W. LIBBY

NOTED
ENGINEERING

SeCoy, St. Inspector on Riddle job, put out on Roseburg - Dixonville job.

RECEIVED
OCT 4 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed L. H. Young

Address Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.27	0.27		0.27	
Miles partially completed					
Miles completed	0.27	0.27		0.27	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				7	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	6					1	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders .....1....., Rollers .....1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Distributor 1....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
AUG 4 - 1948
FOR FILING

310-4001
3029

August 3, 1948

Roseburg Paving Co.
634 S. Main St.
Roseburg, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3029 which was awarded to you on June 29, 1948, by the State Highway Commission, covering the Drainage and Surfacing Project on Main & Fourth St. in the City of Riddle in Douglas County. This copy is for your records and files.

An executed copy of the above-mentioned contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUI 2 1948
FOR FILING

310-400
3029

July 2, 1948

Mr. V. L. Hamner
City Recorder
Riddle, Oregon

Dear Mr. Hamner:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Riddle, particularly covering improvement of Main Street from First to Fourth, and Fourth Street from Main to a point forty feet west of the east line of "F" Street, approximately 1,450 lineal feet.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
STATE HIGHWAY COMMISSION

Enclos
Ltr.

cc - Hon. V. L. Love
Mayor of the City of Riddle
Riddle, Oregon

RECEIVED
JUL 1 1948
FOR FILING

310-4001
3029

June 30, 1948

Roseburg Paving Co.
634 S. Main St.
Roseburg, Oregon

Gentlemen:

The State Highway Commission on June 29, 1948, awarded you the contract for Riddle Drainage and Bituminous Macadam Surfacing Project on Main Street and Fourth Street in the City of Riddle in Douglas County. This award was based on your low bid of $12,007.25 submitted on that date.

Contract forms will be sent you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - S. H. Probert

Riddle
#350,000 Fund
(1948)

6-17-48

CITY OF RIDDLE

MAIN STREET BETWEEN FIRST STREET AND FOURTH STREET

Description of center line finished grade (U.S.G.S. datum):

Beginning at elevation 703.8, at State Highway Engineer's Station 0/00, approximately 280' northerly and westerly from the center line of Second Street, where the same is intersected by the center line of Main Street; thence to elevation 703.0, at State Highway Engineer's Station 1/50, approximately 130' northerly and westerly from the center line of Second Street, where the same is intersected by the center line of Main Street; thence to elevation 70.2, at the center line of Second Street, where the same is intersected by the center line of Main Street; thence to elevation 697.5, at State Highway Engineer's Survey Station 5/50, approximately 5' northerly and westerly from the center line of Third Street, where the same is intersected by the center line of Main Street; thence to elevation 697.4, at the center line of Third Street, where the same is intersected by the center line of Main Street; thence to elevation 693.5, at Highway Engineer's Survey Station 8/29.96, at the center line of Fourth Street, where the same is intersected by the center line of Main Street.

FOURTH STREET BETWEEN MAIN STREET AND "E" STREET

Description of center line finished grade (U.S.G.S. datum):

Beginning at elevation 693.5, at State Highway Engineer's Survey Station 8/29.96, at the center line of Main Street, where the same is intersected by the center line of Fourth Street; thence to elevation 692.4, at the center line of "L"

Street, where the same is intersected by the center line of Fourth Street; thence to elevation 691.4, at State Highway Engineer's Survey Station 13/50, approximately 250' northerly and easterly from the center line of "L" Street, where the same is intersected by the center line of Fourth Street; thence to elevation 687.8, at State Highway Engineer's Survey Station 14/50, approximately 350' northerly and easterly from the center line of "L" Street, where the same is intersected by the center line of Fourth Street.

6-17-48

Form 44—C-10787—5M—12-38.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Crescent - Cool

Bisbee

12/4/47

#1

H.C.A. & J.C

M.P.	Location	Length	Width	Type	Condition	Remarks
.00	City limits		20' traveled 29' Graded	Gravel	Poor	needs Culvert.
.025	± Newst.					Has 24" armco- needs 15' ext.
.035						needs Culvert driveway.
.065	± [illegible]					24" armco in place
.08	± Pine					
.10						needs driveway Culvert
.117						" " "
.13						Has 36" armco in place
.185	± Main St.	.				needs-Culvert is 1.5 higher than 4%
.22						Has 36" armco in place
.25						needs driveway Culvert
.265						" " "
.32	± MAPLE					
.325						Has 20"x20" Conc Culvert in place
.34						needs driveway Culvert
.38	± "E" St					needs Culverts on both sides of "E"
						" Culvert across 4th
.405						needs driveway Culvert
.435	± "L" St	.435				
.485	± main		44'			Has Curbs, no drainage
.535	± 3rd					
.59	± 2nd					
.62	± Maryll					
.64	Junction of Main + County Road	.205	20' traveled 30' Graded			no Curbs.

C-10781—5M—10-31.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Overcast - Coal

Riddle

12/4/47
JC H.C.A.

#2.

M.P	Location	Length	Width	Type	Condition	Remarks
.66			20' traveled 29' graded	Gravel	Poor - but with usual amt of blading be in good condition.	bad soft spot
.675						needs drainage Culvert
.695	± L					24" Culvert under side both sides of "L"
.75	± E					need culverts
.81	± Maple					needs Culvert
.86						24" conc Culvert in place
.89						needs drainage Culvert
.895						needs Culvert on "Park"
.95	± Park St.					24" conc Culvert in place
1.075						" " " "
1.125						needs drainage Culvert
1.13						needs drainage Culverts both sides
1.19						needs drainage Culvert
1.23						10" conc Culvert in place
1.27						
1.33	City Limits					

10787—5M—12-38.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Overcast - Cool. Riddle 12/4/47

J. C. & H. Co.

M.P.	Location	Length	Width	Type	Condition	Remarks
.00	CL Limit in Riddle		20' traveled		poor	Stream flowing from Mining Project
0.025	E Main St		29 ft graded		& bad in spots	across the Road
0.08	E Pine					Water Plywood would take care of this? no markers
0.185	E 1st					No details or drawings
0.32	E Maple					Carry ft. would require
0.38	E Elm					18" Culvert Minimum
0.435	E L St					maybe should be 24" if drainage
.485	E Main		44' curbs no Planing			is brought from Col of P
.535	E 3rd		44'			Mining project.
.59	E 2nd					
.62	Maple					
.64	Jct. Main (County road)		20' traveled 30' per Mc Clark			
.66					Sd Lafort need Culvert	
.675	Driveway				Driveway bad Culvert Need Culvert	
.695	E L					24 ft Culvert under
.75	E Elm					driveway 0.035
.81	E Maple St				need culvert	0.065 Bad spot 24" Armco
.86	slanted low Culvert across road					under
.89	Need 24" Conc Culvert					.265 need 18' driveway Culvert
.895	Driveway needs Culvert					.325 has 20x20 Conc Culvert under
.95	Parkett Front ave needs Culvert on Parkett					.34 need 18' of driveway Culvert bad under
1.075	has 24" conc Culvert					.38 need Culvert on Elm
1.125	has 24" " "					and also on 4th
1.13	need Culvert in driveway					.405 need 18' Culvert Driveway
1.19	Needs driveway Culvert, bad under					.435 Culvert needed on bad under of 4th
1.23	Needs " " " under					

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Riddle 12/4/47

MP	Location	Length	Width	Type	Cond.	Remarks		
1.27	Rec 10" conc culvert across							
1.33	City lt							
1.75	miles from H St & main Gravel plant							
	Round material from river run to feed cone crusher							
	Rec new crusher being installed							

214 - Douglas

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City RIDDLE

Streets Proposed for Repair or Maintenance: 4th st. from city limits to main st.
main st. from 4th. to Front.

Type of Repairs or Maintenance: Realignment and grading and surfacing of fourth street. Paving main street. and drainage of both streets 3" asphaltic concrete.

Length in Feet or Miles and Widths in Feet: .64 miles - 22' wide

ESTIMATE OF COSTS

				Amount
Grading, Cu. Yds.	5700	at 1.10	Cu. Yd.	$ 6270.00
Culvert Pipe, Lin. Ft.	18"-150'	at 3.50	Lin. Ft.	$ 525.00
Culvert Pipe, Lin. Ft.	12"-112'	at 1.80	Lin. Ft.	$ 187.00
Culvert Pipe, Lin. Ft.	262	at 1.00	Lin. Ft.	$ 262.00

Surface Materials Base:

Size 3"-0 Kind C.R. Cu. Yds. 1770 at 2.00 Cu. Yd. $ 3540.00

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size 1½" Kind C.R Cu. Yds. 100 at 3.00 Cu. Yd. $ 300.00

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

	Amount
Pavement Patching:	13460.00
Asphaltic Concrete: Tons 1346 at ~~8.00~~ 10.00 Ton	~~10,768.00~~ ~~12,114.00~~
Bridges:	
	$
Miscellaneous Items: shoulder work and drainage on adjacent streets	
Engineering	
	$ 1650.00
Cost of Project:	27204.00
Plus Engineering and Contingencies:	2720
Total:	29924.00

APPORTIONMENT OF COSTS

____ % State Only	Amount $	
____ % State	Amount $	15,000.
____ % City	Amount $	14,924.00
	Total $	29,924.00

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: Base rock from local pit owned by Harbor-Plywood Corp. Paving by Contract.

Statement as to Street Conditions and Residential or Industrial Development:

Streets in very bad condition due to large industrial locating in Riddle with resultant increase in population and very heavy log and lumber trucking.

RECOMMENDATIONS

_____

_____

_____

_____ Division Engineer

_____ Bridge Engineer

_____ Construction or Maintenance Engineer

_____ Engineer, County and City Relations

_____ State Highway Engineer

8-8-1947

RIDDLE

Scale: 1"=500'

Picture locations

14 | 13 T. 30 S., R. 6 W.

23 | 24

S.Pac. Co.

½ ROAD

To Myrtle Creek

½ COUNTY

MARY

PINE

FRANCES

MINNIE ST.

24" Limits

WILLIE ST.

ST.

1ST

2ND

3RD

4TH

5TH

MAIN

D

E

L

K

COUNTY RD.

MAPLE ST.

Creek

Limits

City

24

COUNTY

Cow

ROAD

To Canyonville

Riddle 10-12-47
Main Street at 4th looking northerly

Riddle 10-12-47
Typical of condition of streets

Riddle 10-12-47
4th Street from "L" looking easterly

Riddle 10-12-47
Intersection at 4th and Main Streets

R E S O L U T I O N

5-11-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that;

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Riddle is an incorporated city of the State of Oregon, and has a population of 214, as given by the latest official census, and

WHEREAS, the following streets of said city, Fourth Street from City Limits to Main Street, Main Street to Front

Street and Front Street to City Limits,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Fourth Street from City Limits to Main Street, Main Street to Front Street and Front Street to City Limits,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

RIDDLE

Scale: 1"=500'

14 | 13 T. 30 S., R. 6 W.

23 | 24

To Myrtle Creek

ROAD

Sou. Pac. Co.

COUNTY

MARY

PINE

ST.

FRANCES ST.

MINNIE ST.

MILLIE ST.

COUNTY RD.

MAPLE ST.

Creek

Limits

24

City

COUNTY

ROAD

To Canyonville

Cow

1ST ST.

2ND ST.

3RD ST.

4TH ST.

5TH ST.

D ST.

E ST.

L ST.

R COUNTY RD.

322-4001 Brownsville & Sweet Home grading & Paving project.

#3030 1918

Form A-130—125—12-40

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

NOTED
J. W. CATTRALL

Invoice No. 14255

Date July 12, 1940

Your Req. No.

Billing Request No. 60-4

Credit distribution: [illegible]

City of Sweet Home
Sweet Home, Oregon

Attention: City Recorder

City share of total cost of 1940 $250,000 City Allotment Project as per Cooperative Construction Agreement dated June 9, 1940.

Work performed under Contract No. 3030

Advance Deposits	7,877.43
Agreed City Share	7,877.43
To be refunded	0.00

NOTED
Harold C. Ayers

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ _____

By _____

State Printing Dept. 27844

Form A-1802—3M—4-48

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

City of Brownsville
Brownsville, Oregon

RECEIVED
APR 25 1949
ENGINEER
COUNTY & CITY RELATIONS

Invoice No. 13560

Date April 22, 1949

Your Req. No.

Billing Request No. AD 636

Credit distribution: 322

Agreement executed July 1, 1948 in connection with cooperative project. City to advance $6,000.00, and pay proportionate share of final cost.

ADVANCE DEPOSIT $ 6,000.00

Total cost of cooperative project grading and paving streets, as per schedule attached hereto $20,119.70

Proportionate share of City of Brownsville
6000/21,000 x $20,119.70 5,748.49

TO BE REFUNDED $ 251.51

COPY

20,119.70
5,748.49
14,371.21

COPY

NOTED
Harold C. Ayers

State Printing Dept. 30036

April 19, 1949

Mrs. Jessie Howe
City Recorder
Brownsville, Oregon

Dear Madam

The agreement between Brownsville and the State Highway Commission, signed on June 10, 1948 and July 1, 1948 respectively, provided that the City would pay a proportionate share of the total cost of the Main Street project.

At the time of the agreement, the total cost was estimated to be $21,000 of which the City contributed $6,000. The final cost of the completed project is $20,119.70. The City's proportionate share is $5,748.49.

From this, it would seem that the City of Brownsville has a refund of $251.51 due them. Our Accounting Department has been requested to take the necessary steps to instigate payment of this refund. A voucher for this amount should be forthcoming in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By .

John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
JOHN W. CATTRALL

JFK:MH

NOTED
Harold C. Ayers

Salem, Oregon
April 18, 1949

Mr. M. E. Hawks
Chief Accountant
Accounting Division

Dear Sir:

In connection with the $250,000 special street fund for 1948, an agreement between the City of Brownsville and the State Highway Commission was signed on June 10, 1948 and July 1, 1948 respectively.

This agreement provides that the City shall pay a proportionate share of the total cost. The total cost was at that time estimated to be $21,000 of which the City would pay $6,000.

Check No. 1035 for $6,000 on the Halsey State Bank was submitted by the City and turned over to the Accounting Division on July 14, 1948.

Attached are two copies of a statement of final costs for this project showing a total cost of $20,119.70 of which the City's proportionate share would be $5,748.49. From this it would seem that the Department owes the City a refund of $251.51.

It would be appreciated if you will take the necessary steps to instigate payment of this refund.

Very truly yours,

John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
JOHN W. CATTRALL

By: John F. Hagemann
Office Engineer

JFH:MM
Encl.
cc: Mr. S. H. Probert

CITY OF BROWNSVILLE

Final Costs **Contract No. 3030 Unit A** **Completed August 23, 1948**

Preliminary Engineering $ 774.86

Contract Items

Item	Quantity		Unit Price	Total	
Removal of walks	40.95	sq. yds.	$ 1.00	$ 40.95	
" " concrete curbs	282.5	l.f.	.60	169.50	
Structural excavation, common	194.48	c.y.	3.00	583.44	
" " , solid rock	55.43	c.y.	17.50	970.03	
General excavation, unclassified	447.7	c.y.	2.50	1,119.25	
8" perf. metal drain pipe, coated	1160	l.f.	2.00	2,320.00	
8" sewer pipe	125	l.f.	1.60	200.00	
Concrete catch basins	4	each	75.00	300.00	
Concrete curbs	9.99	c.y.	55.00	549.45	
3"-0" material in base	526	c.y.	2.50	1,315.00	
3/4"-0" material in base & shoulders	70	c.y.	5.00	350.00	
Sprinkling	15M	gal.	4.50	67.50	
Class 'B' asphaltic concrete	944.17	tons	10.00	9,441.70	
PA #1 Cr. backfill in drain	200	c.y.	4.00	800.00	
PA #2 Adj. sewer lampholes	5	each	10.00	50.00	
PA #2 Adj. sewer manholes	1	each	20.00	20.00	$18,296.82

Construction Engineering 1,048.02

TOTAL COST $20,119.70

City's share as per agreement: 6000/21000 X $20,119.70 = $ 5,748.49

State's share as per agreement: 15000/21000 X $20,119.70 = $14,371.21

Deposited by City with Auth. Dept. 7/14/48 $6000.00
Revised City share 5748.49
Refund Due City 251.51

1-20-49

RESOLUTION

WHEREAS, the City of Sweet Home and the State of Oregon, by and through its State Highway Commission, entered into an agreement dated June 9, 1948 and accepted by the State on June 28, relating to improvement of 18th Street and "H" Street in said City, reference to which is hereby made;

AND, WHEREAS, paragraph 6 of said agreement provides:

"Apportionment of costs: The cost of construction of the project is presently estimated at $20,000, of which State will contribute $15,000 and the City shall pay to the State the sum of $5,000. In any event, it is agreed that the actual cost shall govern, and that the respective shares of the State and City will be in the proportion that the sums to be contributed by each bear to each other.";

AND, WHEREAS, the total cost as shown on the attached "Statement of Final Costs" is $30,709.74, of which the proportionate City share is $7,677.43 rather than $5,000 as previously estimated and both State and City are willing that said sum be the final allocation of costs to City;

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the City of Sweet Home, in addition to the previous assignment of funds, does hereby assign to the State of Oregon for credit to the state highway fund the sum of two thousand six hundred seventy-seven and 43/100 ($2,677.43) dollars, said sum to be paid to the State as soon as the allocation of funds has been made to the City.

2. That a certified copy of this resolution be delivered to the Secretary of State, and shall constitute his authority to withhold from the City and credit to the State Highway fund said sum of two thousand six hundred seventy-seven and 43/100 dollars.

Passed and approved this 26 day of January, 1949.

Jess M. Parker
City Recorder

E R Landwell
Mayor

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sweet Home at a regular or special meeting of said Council, held on the 26 day of January, 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 28 day of January, 1949

Jess M. Parker
City Recorder

CORPS OF ENGINEERS
JAN 31 1949
RECEIVED

1/21/49

CITY OF [redacted]

STATEMENT OF FINAL COSTS

Final Costs Contract No. 3030 Unit B Completed August 23, 1948

Preliminary Engineering						$ 947.88
Contract Items						
	Quantity			Unit Price	Total	
Structural excav., unclass.	57	c.y.		$3.50	$ 199.50	
General excav., unclass.	1574.2	c.y.		2.25	3,541.95	
18" conc. pipe	51	l.f.		3.50	178.50	
8" perf. metal drain pipe, coated	640	l.f.		2.00	1,280.00	
Rock or gr. backfill in drain	112	c.y.		4.00	448.00	
3"-0" mat'l in base	2712	c.y.		2.50	6,780.00	
3/4"-0" " " " & shoulders	648	c.y.		3.75	2,430.00	
Sprinkling	173M	gal.		4.00	692.00	
Class 'B' asph. conc.	1393.02	ton		9.00	12,537.18	28,087.13
Construction Engineering						1,674.73
TOTAL COST						$30,709.74
City's share as per agreement:	5000/20000 X 30,709.74 =					$ 7,677.43
State's share as per agreement:	15000/20000 X 30,709.74 =					$23,032.31

RECEIVED
DEC 6 1948
FOR FILING

322-40 C/

3030

December 3, 1948

W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway Contract No. 3030, for paving on the Brownsville and Sweet Home Section in Linn County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $1,391.52 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $46,383.95, and that no force account work was performed therein. The above contract was completed August 10, 1948 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Robert P. Dawson, Agent
Route 2, Box 536
Beaverton, Oregon

NOTED ON CARD

12-3-48 EJ

RECEIVED
SEP 28 1948
FOR FILING

322-4001

3030

September 22, 1948

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

NOTED
M. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 3030, covering paving on the Brownsville and Sweet Home Section in Linn County. This payment, in the amount of $2,376.56, will be made on or after October 2, 1948. The retained percentage amounts to $1,371.52.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

al

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Robert P. Duncan
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
9-22-48 JR

RECEIVED
SEP 15 1948
FOR FILING

322-4001
8030

September 15, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on September 14, 1948, awarded you the contract for resurfacing the Halsey-Brownsville Section of the Halsey-Sweet Home Secondary Highway, in Linn County. This award was based on your low bid of $35,000 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: E. K. Hubert

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

322-4001

For Week Ending August 14, 1948

Section Brownsville, & Sweet Home	Kind of work Paving
Highway City Streets	Section prefix 322-4001
Contractor Warren Northwest, Inc.	Contract number 3030
Date of Contract June 29, 1948	Date of completion September 30, 1948
Date work started July 12, 1948	Estimated date of completion August 10, 1948
Amount of contract . . . . . $ 45,351	Per cent of time elapsed 50.5 %
Estimated cost of completed project, exclusive of engineering	$46,500
Per cent of contract completed, based on total contract price	100 %
Engineering cost to date $ 2,500, 5.5 %	Date project was completed ..., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Some shoulder rock was placed on the Brownsville job this week. The dirt which was left from trench excavation was cleaned up.

There still remains a little work to be done on some of the new catch basins. This should be completed early next week.

NOTED H.G. SMITH

NOTED

RECEIVED
AUG 16 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED H.W. LIDSY

Signed Kenneth D. Robertson, Resident Engineer

Address Box 100, Route 1, Albany, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 8 tons							
Men and trucks over 8 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers....., 1 Dump Truck . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

CITY OF SWEET HOME
LINN COUNTY, OREGON

NOTED
J. F. HAGEMANN

August 12,1948

RECEIVED
AUG 16 1948
ENGINEER
COUNTY & CITY RELATIONS

Mr.C.H.Armstrong
Engineer,County and City Relations
Oregon State Highway Commission
Salem,Oregon

Dear Mr.Armstrong:

I am writing you in reference to your letter to this office of August 4,1948 relative to Eithteenth Avenue improvement in this City.

I put this letter before the Sweet Home City Council at their regular meeting held Tuesday,August 10th,1948. The Council was very disappointed and in quandary as to that which can be done about this charge. The Council understood that all engineering and other costs except that of the actual contract, would be furnished by the State. The Council also uhderstood that the estimated costs of the work was twenty thousand dollars ($20,000.00) and that in no event would the actual cost of doing the work vary more than ten (10) percent of the estimated cost which would make the City's maximum share of the overrun to not exceed five hundred dollars. ($500.00)/

The total amount allocated for materials for construction in the City's streets department for the fiscal year 1948-49 is four thousand dollars ($4,000.00). The people on Eighteenth Avenue were assessed for Street paving which was done on this street in 1946. These people were promised that through the aid of the State Highway Department that this work would be done for them and that no assessment would be made.

The budget for the City is already in operation and all items are strictly earmarked including such revenues as are received from the State Tax street fund. Due to the nature of the growth of this City the Tax rate is now one of the highest in the State, and the streets are in a deplorable condition.

Please give the City all the consideration that you can in this matter. The next council meeting will be August 24th of this year.

Respectfully Yours
Jess M. Parker
Jess M.Parker
City Manager

NOTED
Harold C. Ayers

JMP:FM

NOTED
J. W. CATTRALL

RECEIVED
AUG 18 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

322-4001

3030

August 4, 1948

Mrs. Gussie Howe
City Recorder
Brownsville, Oregon

Dear Madam:

Under separate cover, I am forwarding to you a copy of Contract No. 3030, between the Oregon State Highway Commission and Warren Northwest, Inc., covering the cooperative project on Main Street in your city. This copy of the contract is for the city's information and file.

A break-down of the expected ultimate cost is as follows:

Contract amount	$20,001.00
Adjust lamp poles, etc.	100.00
Engineering and Contingencies (10%)	2,010.10
Survey	725.00
Expected ultimate cost	$22,836.10

It will be noted that the expected ultimate cost is $1,836.10 higher than the $21,000.00 total estimated in paragraph 7 of the Option for Cooperative Construction Project. The City of Brownsville's share of the estimated overrun as set forth in said paragraph 7 is $524.60, and the State's share $1,311.50.

The above figures are for your advance information. However, no adjustments will be made until the project has been completed and the actual costs have been determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JVH:ms

cc Mr. W. C. Williams
Mr. F. D. Eason
Mr. M. H. Hawke

RECEIVED
AUG 16 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

322-4001

30 30

August 4, 1948

Mr. Jess E. Parker
City Manager
Sweet Home, Oregon

Dear Sir:

Under separate cover, I am forwarding to you a copy of Contract No. 3030, between the Oregon State Highway Commission and Warren Northwest, Inc., covering the cooperative project on 18th and "H" Streets in your city. This copy of the contract is for the city's information and file.

A break-down of the expected ultimate cost is as follows:

Contract amount	$25,350.00
Engineering and contingencies (10%)	2,535.00
Survey	775.00
Expected ultimate cost	$28,660.00

It will be noted that the expected ultimate cost is $8,660.00 higher than the $20,000.00 total estimated in paragraph 6 of the Option for Cooperative Construction Project. The City of Sweet Home's share of the estimated overrun as set forth in said paragraph 6 is $2,165.00, and the State's share $6,495.00.

The above figures are for your advance information. However, no adjustments will be made until the project has been completed and the actual costs have been determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JWH:mm

cc Mr. W. C. Williams
Mr. F. D. Keeen
Mr. H. H. Hanks

RECEIVED
AUG 5 - 1948
FOR FILING

322 - 4001
3030

3-t

August 4, 1948

Oregon State Highway Commission

Gentlemen:

There has been some misunderstanding in the City of Sweet Home as to what the Highway Commission proposes to do in improving the main street through Sweet Home, which street is the route of the Santiam Highway. As the First National Bank and Mr. Huntington have donated some rights of way within the city, I recently made a report to Mr. Chandler as to the existing status of the Sweet Home project.

With the thought in mind that it might be appropriate to discuss this matter at the next meeting of the State Highway Commission, I attach hereto a copy of the letter I addressed to Mr. Chandler, which letter briefly outlines the present status of the Sweet Home situation. I shall ask Mr. Claiayer to place this on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:l.
cc: W. C. Williams

FORM E-90 2SM 12-47

AGENDA
AUG 9 1948

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Aug. 2, 1948

SUBJECT:

To: Mr. W. C. Williams
Office

Glaisyer

L

I think I have already discussed with you, or at least called to your attention, the situation at Sweet Home and particularly the matter which has recently been brought up by Mr. MacNaughton, who has purchased additional property, a portion of which I believe will ultimately be needed for highway purposes. Such additional property as may be needed from property owned by Mr. MacNaughton he now offers to deed and I have told him that I will ask that the subject be considered by the Commission at its next meeting. Will you please have it placed on the agenda?

J. M. DEVERS

JMD:AM
cc Ben Chandler

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 23, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. Ben R. Chandler
State Highway Commissioner
101 N. Broadway Street
Coos Bay, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Chandler:

After leaving Coos Bay yesterday morning, I returned to Salem by way of Sweet Home where I made a very thorough investigation of the proposed highway widening and improvement project in Sweet Home.

Reporting briefly on the matter, about one year ago the City of Sweet Home wished to establish a setback ordinance for buildings along Main Street, which is the route of the Santiam Highway. In order to control the setback regulation they requested that the State assume title to a widened right of way and the City agreed to furnish, insofar as they could, the necessary rights of way without cost to the State. Several parcels were aequired, one of the parcels being from the Bank of Sweet Home and one from E. B. MacNaughton.

It was specified in the agreement for these properties that the State would replace the concrete sidewalk at the new line, construct curbs, and extend the oil surfacing to the new curb line. The new sidewalk and curb have been constructed on the new right of way line in front of the above properties but the old sidewalk has not been removed and the oil surfacing widened by reason of the fact that the rights of way abutting the Bank and MacNaughton properties have not been acquired. It is not desirable to remove the existing walk as there would be a jog at right angles at either end of the Bank property which would create somewhat of a hazard. It is much more desirable to wait until the adjacent rights of way, at least within the block, are acquired and then the widening performed in an orderly manner throughout the block.

In the meantime, I gave orders to oil the parking strip between the old and the new concrete sidewalks which will lay the dust and, in fact, give a wide sidewalk temporarily in front of the bank. The local bank manager said this would be satisfactory and agreed with me that making a jog in the curb by removing the old sidewalk and oiling to the new curb would be hazardous.

As to the construction project, the Commission has never authorized any project in Sweet Home. It is apparent, however, that sooner or later the street should be improved through Sweet Home and it is my opinion that it should be in an early program. I made an approximate estimate of the cost of a standard, full width street improvement through Sweet Home, the total distance of which is approximately one mile, and I estimate the cost to be $125,000, of which approximately $25,000 would be the cost of a new bridge over Ames Creek.

Mr. MacNaughton suggested in his letter to you that improvement be made immediately of that portion between 13th Avenue and 18th Avenue. This is a distance of approximately 1600 feet and would cost approximately $30,000. Although this is the more central portion of the business section, it would seem more desirable, and certainly more economical, to make the complete improvement at one and the same time.

The improvement, if made, would consist of widening of the existing roadway to a width of 60 feet between curbs with widening of the existing pavement to such width and resurfacing of the existing pavement. It will be necessary to construct curbs and storm sewers for a complete project.

Permit my suggestion that the Commission authorize the Engineer to prepare complete plans for the project, including the right of way descriptions. As soon as accurate cost estimates are submitted, the Commission can decide if it wishes to add this project to the state construction program. The work could not be done until next summer and it may be that the necessary right of way can be acquired in the interval.

Very truly yours,

R. H. Baldock
State Highway Engineer

Sweet Home
#250,000 Fund
(1948)

CITY OF SWEET HOME
LINN COUNTY, OREGON

July 29,1948

RECEIVED
AUG 2 1948
ENGINEER
COUNTY & CITY RELATIONS

Mr.Harold C.Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem,Oregon

Dear Mr.Ayers:

Please find within quotation marks as follows a letter from Mr.Robert F.Hofheins who will receive a copy of this letter at his address which will be given in the inclosure at the finish of this letter.

"

July 26,1948

City of Sweet Home
Linn County,Oregon

Attention: Mr.Jess M.Parker
City Manager

Gentlemen:

We have your letter of July 2nd which was received by the writer today,and we wish to call your attention to the fact that our wire of May 20th accepted your proposal of May 19th "in principle", subject to varification of estimate.

Undoubtedly since May 20th you have detailed figures or summary showing exactly how you arrived at your estimate or possibly figures which might even correct and clarify your estimate. We would be pleased to consider any additional data pertinent to this subject which you would care to present to us at this time.

If you do not have such detailed data,we feel that we should be instrumental in setting up a program,whereby such data can be forthcoming, or some method of adequate adjustment arrived at.

Yours Very Truly,
Oregon Plywood Corportion

NOTED
J. F. HAGEMANN

Signed: Robert F.Hofheins

Treasurer

RFH/j

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

"

I interpret the above letter to mean that the Oregon Plywood Corporation desires confirmation to the exact amounts and costs of the Eighteenth Avenue improvement from "M" Street South to the City limits.

You were very instrumental in aiding the City of Sweet Home in receiving this much needed aid from the Oregon State Highway Commission funds which are allocated for City's which have unusual industrial traffic on certain City Streets.

You gave the Council the benefit of your experience in explaining how these projects were secured by other Cities when the cost of the work exceeded fifteen thousand dollars ($15,000.00) which is the maximum aid given to any City from the above mentioned fund.

Upon survey by engineers from your department the cost was estimated to be very close to twenty thousand dollars ($20,000.00). This left a sum of five thousand dollars,as you stated, has been the practice for the industrial firms using the Street to raise to cover the additional cost to the maximum sum allowed by the State Highway Commission. You are familiar and in agreement with the apportionmate made between the lumber firms using this Street.

It was my understanding upon your last visit that the cost of this work would exceed twenty thousand dollars ($20,000.00) by a very minor amount.

It is my opinion that the Oregon Plywood Corporation should be informed as to the extent and costs of this work as their home office is located a great distance from the City and they have no other means of obtaining this information then through your office. The City of Sweet Home would consider it a great favor if you would write Mr.Hofheins and inform him as to the extent of this work, the total cost of the work and the amount of this cost which will be paid by your office.

Respectfully Yours

Jess M. Parker

Jess M.Parker
City Manager

JMP:FM

C.C. Mr.Robert F.Hofheins,Treasurer
Oregon Plywood Corporation
7 Senca Street
Buffalo,New York

Sweet Home
$250,000 Fund
(1948)

CITY OF SWEET HOME
LINN COUNTY, OREGON

July 29,1948

RECEIVED
AUG 2 1948
ENGINEER
COUNTY & CITY RELATIONS

Mr.Harold C.Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem,Oregon

Dear Mr.Ayers:

From the letter which I received from Mr.Hofheins it is my interpretation that he wishes to be sure that the costs are as I quoted and that he will not be paying more than his proportionate share. In other words he wishes to be sure that it is necessary for the additional five thousand dollars ($5,000.00) to be raised to complete the work.

If you will write to him on this matter it will aid the City in getting back the money for which the City stood good.

Respectfully Yours

Jess M. Parker

Jess M.Parker
City Manager

JMP:FM

NOTED
JOHN W. CATTRALL

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

250,000 2nd (48)

Brownsville. 7-21-48

In response to Mr. Eason request our city official of Brownsville Mayor Fisher and W. Kebel street supt. Ly legard to the city replacing any sidewalk that had to be removed The City officials both agreed that they had understood it from the start of the investigation of job.

They intend to make an independent deal with the part contractor for Warren northcutt to place the sidewalk

This to be between the City and subcontractor only. The state to have no part in negotiation or to assume no responsibility.

HBa.

GLEN ISOM, CHAIRMAN
A. N. WEBER, CLERK

C. H. Armstrong ✓ Brownsville
E. H. McINTOSH
BEN FISHER
$250,000 Fund
(1948)

Brownsville Public Schools

DISTRICTS 52-74

MATT BUSCHMAN, SUPERINTENDENT

EDNA GRANT, ELEMENTARY PRINCIPAL

Brownsville, Oregon

NOTED
C. H. ARMSTRONG

July 12, '48

Oreg. State Highway Com.,
Salem, Oregon.

Dear Sirs:

Please find inclosed check for six thousand dollars. Brownsville's part of the payment of paving Main Street.

Very truly,

R. H. Weber, Treas.

Valley State Bank
check #1035 on Valley State Bank
for $6000.00 rec. 7-14-48.
To acc. div. in advance fund
7-14-48
T. G.

NOTED
J. F. HAGEMANN

RECEIVED
JUL 14 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 14 1948
ENGINEER
COUNTY

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

6-10-48 1948 - $250,000 Allocation

OPTION FOR COOPERATIVE CONSTRUCTION PROJECT

(CITY OF BROWNSVILLE)

In consideration of the preliminary plans, surveys and studies by the State of Oregon, by and through its State Highway Commission (hereinafter referred to as "State"), relating to the improvement, construction, reconstruction, maintenance or repair of the following described street or streets,

Main Street - from Walnut Avenue to bridge over Calapooya River, a distance of approximately 580 feet

all being within the corporate limits of the City, and in further consideration of the benefits and advantages which the governing body of the City of Brownsville feels will ensue to the City (hereinafter referred to as "City"), should a project be undertaken for the construction and improvement of said street or streets, and as an inducement for the State to allocate to City, funds from the $250,000 appropriation under the provisions of Chapter 425, Oregon Laws 1947, City does hereby offer to State, and if State should accept the within offer, agrees to cooperate in a project for the improvement, construction or repair of said street or streets on the following terms and conditions:

1. PROJECT: The proposed project is set forth on the City map attached hereto and by this reference made a part hereof, and shall consist of the following:

Cutback northeast and southwest corner of intersection of Main and North Main, replace curbs
Replace 150 lin. ft. curb at Station 3/65 - 5/15
Install 4 catch basins and covers, install 1,130 lin. ft. drain pipe
Remove pavement and re-base full width, Station 4/00 - 5/25
Place 1,000 tons Class "B" Asphaltic Pavement
Place B-2 Bituminous Macadam 30' wide, Station 10/00 - 11/30

2. RIGHT OF WAY AND EASEMENTS: City will provide, without cost to State, all necessary or proper rights of way and easements for the project.

3. CURBS AND SIDEWALKS: If curbs and sidewalks are to be constructed as a part of the general contract for the project, then the cost of such curbs and sidewalks shall be borne by the City, and the cost thereof, as estimated by the State Highway Engineer, shall be deposited with the State prior to the commencement of construction. The City may, at its election, require abutting property owners to build the sidewalks or curbs or both, but in no event shall City be relieved of its obligation to the State for the cost thereof to the State.

4. UTILITIES, RELOCATION: City shall, at its sole cost, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric or other utility conduits or poles now within the highways or streets, in conformity with the proposed plans and ultimate requirements of the project.

5. CONSTRUCTION: State shall, when in its judgment the public interest would be best served thereby, by contract, or other means, in its discretion, construct or reconstruct the said street or streets, including the performance of each and all of the items set forth in paragraph 1 above, under the heading PROJECT. Upon the completion of the project, the City shall assume the maintenance of the Street or streets. It is recognized by City that the State's participation in the project is as a means of aiding the City, and shall, in no manner, be construed as an assumption of jurisdiction over said street, or an assumption of maintenance thereof.

6. COMMENCEMENT AND DESIGN: The date upon which the construction of the project shall commence, the design of the street or streets, and all other construction details shall be committed exclusively to the jurisdiction, discretion and judgment of the State.

7. APPORTIONMENT OF COSTS: The cost of construction of the project is presently estimated at $21,000.00, of which State will contribute $15,000.00 and the City shall pay to the State the sum of $6,000.00. In any event, it is agreed that the actual cost shall govern, and that the respective shares of the State and City will be in the proportion that the above sums to be contributed by each bear to each other.

The City's contribution is based upon the estimated cost to perform the following:

1,130 lin. ft. 8" drain pipe in place
500 cu. yds. base rock
Install catch basins and drains in place
Construct all required curbs
Cutback corners required.

The State's share is based upon the estimated cost to perform the following:

Remove required pavement and rebase as required
Furnish and place asphaltic concrete pavement
Furnish and place B-2 Bituminous Macadam

8. City agrees that the amount expended by State as its share of the within project, shall be deemed an allocation and distribution to the City within the meaning of Section 3 of Chapter 425, Oregon Laws 1947.

9. City's share of the cost of such project shall be payable to the State within fifteen (15) days after demand by the State. The City represents to the State that it has funds available and at its immediate disposal for such project in the amount of $6,000.00.

10. City agrees that it will upon the execution of this agreement, when any changes are made in existing street grades, proceed to establish the street grades as revised, in accordance with the city charter and city ordinances.

State shall have the irrevocable right to exercise or accept the within offer for a period of sixty (60) days from the date hereof. State may accept the offer herein by the passage of a resolution accepting said offer, and by notice of such resolution given over the signature of its secretary and addressed to the City and its governing body.

Regardless of any act or acts of its officers, agents or employees, State shall be under no obligation to City until such time as it has formally accepted the within offer.

Dated this 10 day of June, 1948.

CITY OF BROWNSVILLE, by its governing officers.

APPROVED:

Chief Counsel, Oregon State Highway Commission

By Ben Fisher
Mayor

By Mrs. Jessie Howe
Recorder

APPROVED:

State Highway Engineer

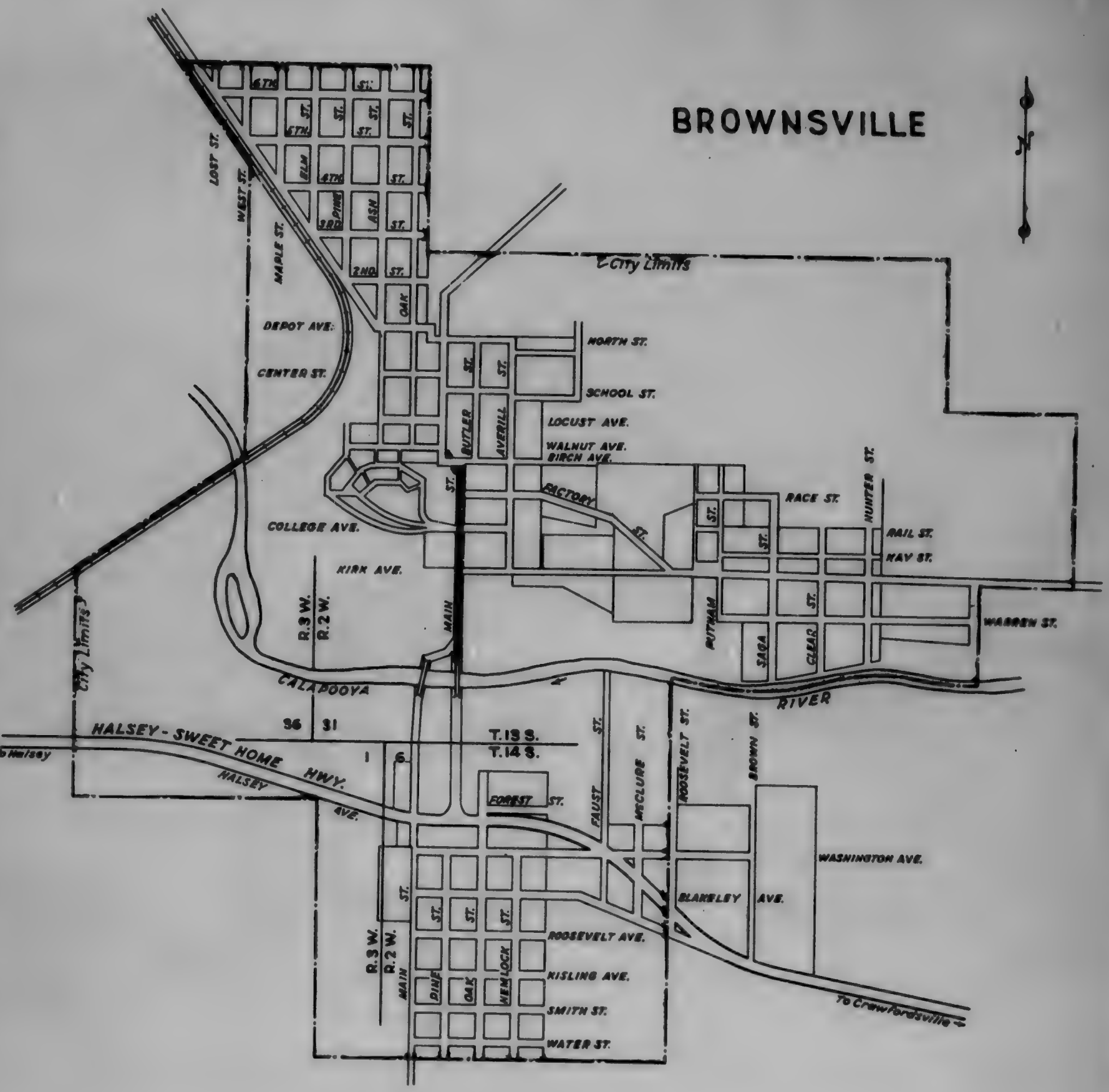
Accepted by Oregon State Highway Commission June 28, 1948 (date).

Notice given to City July 1, 1948 (date).

OREGON STATE HIGHWAY COMMISSION

/s/ H. B. Glaisyer
SECRETARY

HCA:mm
5-6-48
6-7-48


BROWNSVILLE
City Limits
LOST ST.
WEST ST.
MAPLE ST.
6TH
5TH
4TH
3RD
2ND
ELM
PINE
ASH
OAK
ST.
DEPOT AVE.
CENTER ST.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
BUTLER
AVERILL
FACTORY
RACE ST.
HUNTER ST.
RAIL ST.
HAY ST.
COLLEGE AVE.
KIRK AVE.
R.3 W.
R.2 W.
MAIN
PUTNAM
SAGA
CLEAR
WARREN ST.
City Limits
CALAPOOYA
RIVER
36
31
1
6
T.13 S.
T.14 S.
HALSEY - SWEET HOME HWY.
To Halsey
HALSEY
AVE.
FOREST ST.
FAUST
McCLURE ST.
ROOSEVELT ST.
BROWN ST.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
KISLING AVE.
SMITH ST.
WATER ST.
DIKE
OAK
HEMLOCK
To Crawfordsville

RECEIVED
JUL 12 1948
FOR FILING

322-4001

3-30

IT

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

EARL T. NEWBRY

Secretary of State

Salem, Oregon

July 8, 1948

COPY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building

NOTED
C. WILLIAMS

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of a signed agreement between the State Highway Commission and the City of Sweet Home, Oregon, by which the city assigns out of monies due them from state highway revenues, the sum of $5,000.00.

This agreement has been placed on file.

Yours very truly,

EARL T. NEWBRY,
Secretary of State

By /s/ HAROLD F. PHILLIPPE

Manager,
Accounting Division

HFP:MD

RECEIVED
JUL 8 1948
FOR FILING

332-400
3630

July 7, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

Enclosed is an option executed by the City of Sweet Home covering a cooperative construction project on a city street not a state highway route, which project is to be financed with funds allocated by the State Highway Commission to the City of Sweet Home from the $250,000 appropriated under the provisions of Chapter 425, Oregon Laws 1947 and referred to by the State Highway Department as the Special State Tax Street Fund.

You will note that the estimated cost of the project is $20,000, of which the sum of $15,000 is to be paid by the state and the balance, $5,000, is to be paid by the city. You will also note that the state is to advance the city's share of the cost in the first instance and is to be reimbursed later out of funds made available to the city under the provisions of the above-mentioned law and coming during the year 1948.

The attached option for cooperative construction project provides for the assignment to the state for the credit of the State Highway Fund the amount of the city's share of the cost of the improvement. The State Highway Commission will appreciate it if you will recognize and honor this assignment and will pay into the State Highway Fund the amount of the city's share of the cost of the improvement as set forth in the enclosed option.

You will note that the city's share is estimated at $5,000; however, the city has agreed that the actual cost of the work shall govern, and if such actual cost exceeds the amount of the estimate, the city's share will be increased proportionately. You will be informed of the actual amount of the city's share when the work contemplated under the project has been completed.

Will you please acknowledge receipt of this opinion and advise your children with respect to the assignment.

Respectfully yours,

Secretary
OHIO STATE HIGHWAY COMMISSION

ESG:ce
Enc.

cc - Mr. S. H. Prichard
Mr. T. C. Williams
Mr. L. A. Collier
Mr. C. E. Armstrong

RECEIVED
JUL 6 1948
FOR FILING

322-4001
3030

July 2, 1948

Warren Northwest, Inc.
P.O. Box 5072
Portland 13
Oregon

Gentlemen:

We are sending you today, by express, four copies each of two contracts which were awarded to you by the State Highway Commission on June 29, 1948, as follows:

Contract No. 3030, covering the Brownsville and Sweet Home Section of City Streets, in Linn County.

Contract No. 3031, covering the Dallas, Independence and West Salem Section of City Streets, in Polk County.

Please execute all four copies of each contract as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done fully executed copies will be returned to you for your files. We will also send an executed copy of each contract to the surety on your bond.

Your special attention is called to the paragraph under Section 6-12, Page 15, of the printed general provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under these contracts in strict conformance thereto.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

sl

Brownsville
$250,000 Fund
(1948)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1948

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query

Dear Sir:

In connection with the City Projects ($250,000 Special Fund) awarded at the June 28 and 29 Commission meeting, certain cities have agreed to cooperate.

The name of the city, amount of cooperation, and method of payment, is summarized as follows:

City	Cash on Demand	Order on 1949 State Tax Street Fund	Total
Brownsville	$ 6,000.00	$ --	$ 6,000.00
Dallas	--	3,000.00	3,000.00
Independence	--	2,025.00	2,025.00
Sweet Home	--	5,000.00	5,000.00
West Salem	7,245.00	5,450.00	12,695.00
Total	$13,245.00	$15,475.00	$28,720.00

The above summary is forwarded for your information.

Very truly yours,

C. H. Armstrong
Engineer, County and City Relations

By

John W. Cattrall
Assistant Engineer

JWC:me

cc Mr. D. B. Taylor

RECEIVED
JUL 1 1948
FOR FILING

393-4001

3020

June 30, 1948

Warren Northwest, Inc.
P. O. Box 9072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on June 29, 1948 awarded you contracts for the Brownsville and Sweet Home Grading and Paving Project on two city streets in the City of Brownsville and on two city streets in the City of Sweet Home and for the Dallas, Independence and West Salem Grading and Paving Project on city streets in the Cities of Dallas, Independence and West Salem in Polk County.

These awards were based on your low bids of $45,351.00 and $86,219.00 respectively.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ew

cc - E. H. Probert

June 30, 1948

Barrett Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on June 29, 1948 awarded you contracts for the Brownsville and Sweet Home Grading and Paving Project on two city streets in the City of Brownsville and on two city streets in the City of Sweet Home and for the Dallas, Independence and West Salem Grading and Paving Project on city streets in the Cities of Dallas, Independence and West Salem in Polk County.

These awards were based on your low bids of $45,951.00 and $86,219.00 respectively.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw

cc - S. H. Probert

June 15, 1948

Mr. Jess M. Parker
City Manager
Sweet Home, Oregon

Dear Sir:

Attached is a description of the grades of that portion of 18th Avenue from the Santiam Highway to "H" Street and "H" Street from 18th Avenue to the city limits, which are expected to be improved in accordance with a recent agreement. This was made in order that you may establish the grades by city ordinance or resolution, in accordance with that agreement.

I am also sending you, under separate cover, a profile, showing grade elevations, together with a contract proposal, which may be of interest to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

ms

Encls.

Sweet Home
#250, no Tank
(1948)

SWEET HOME

18TH AVENUE FROM SANTIAM HIGHWAY TO "H" STREET

Description of Center Line Finished Grade (U.S.C.G.S. Datum):

Beginning at elevation 542.38, at State Highway Engineer's Survey Station 0/00, at the center line of the Santiam State Highway, where the same is intersected by the center line of 18th Avenue; thence on a 100' vertical grade curve to elevation 541.87, at State Highway Engineer's Survey Station 1/00, 100' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation 543.87, at State Highway Engineer's Survey Station 3/00, 300' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence on a 100' vertical grade curve to elevation 544.40, at State Highway Engineer's Survey Station 3/77.35, at the center line of Long Street, where the same is intersected by the center line of 18th Avenue; thence continuing on a 100' vertical grade curve to elevation 544.47, at State Highway Engineer's Survey Station 4/00, 400' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation 545.47, at State Highway Engineer's Survey Station 9/00, 900' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence on a 200' vertical grade curve to elevation 546.47, at State Highway Engineer's Survey Station 11/00, 1,100' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation 549.87, at State Highway Engineer's Survey Station 15/25, 1,525' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence on a 50' vertical grade curve to elevation 550.54, at State Highway Engineer's Survey Station 15/75, 1,575' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation

551.00, at State Highway Engineer's Survey Station 16/00, 1,600' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence on a 50' vertical grade curve to elevation 551.47, at State Highway Engineer's Survey Station 16/50, 1,650' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation 551.47, at State Highway Engineer's Survey Station 18/00, 1,800' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence on a 200' vertical grade curve to elevation 552.47, at State Highway Engineer's Survey Station 20/00, 2,000' southerly from the intersection of the center lines of the Santiam State Highway and 18th Avenue; thence to elevation 554.44, at State Highway Engineer's Survey Station 21/96.81, 55.39' northerly from the center line of "H" Street extended, where the same is intersected by the center line of 18th Avenue extended.

"H" STREET FROM 18TH AVENUE TO CITY LIMITS

Description of Center Line Finished Grade (U.S.C.S. Datum):

Beginning at elevation 555.47, at State Highway Engineer's Survey Station 23/00.01, 55.39' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended; thence to elevation 556.97, at State Highway Engineer's Survey Station 24/50, 205.38' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended; thence to elevation 562.64, at State Highway Engineer's Survey Station 31/25, 880.38' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended; thence on a 150' vertical grade curve to elevation 564.32,

at State Highway Engineer's Survey Station 32+75, 1,030.38' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended; thence to elevation 567.47, at State Highway Engineer's Survey Station 35+00, 1,255.38' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended; thence on a 100' vertical grade curve to elevation 568.00, at State Highway Engineer's Survey Station 35+50, 1,305.38' southerly and easterly from the center line of 18th Avenue extended, where the same is intersected by the center line of "H" Street extended.

6-17-48

June 18, 1948

Mr. Ben Fisher, Mayor
Brownsville, Oregon

Dear Sir:

Attached is a description of the grades of that portion of Main Street between Walnut Avenue and the Calapooya River in Brownsville, which is expected to be improved in accordance with a recent agreement. This was made in order that you may establish the grades by city ordinance or resolution, in accordance with that agreement.

I am also sending you, under separate cover, a profile, showing grade elevations, together with a contract proposal, which may be of interest to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

CHA

Encl.

Brownsville
$250,000 Fund
(1948)

BROWNSVILLE

MAIN STREET BETWEEN WALNUT AVENUE AND THE CALAPOOYA RIVER

Description of Center Line Finished Grade (U.S.C.S. Datum):

Beginning at elevation 349.94, at State Highway Engineer's Survey Station 0+24.17, at the center line of Birch Avenue, where the same is intersected by the center line of Main Street; thence to elevation 351.78, at State Highway Engineer's Survey Station 1+50, 125.83 feet southerly from the center line of Birch Avenue, where the same is intersected by the center line of Main Street; thence on a 50-foot vertical grade curve to elevation 352.68, at State Highway Engineer's Survey Station 2+00, 175.83 feet southerly from the center line of Birch Avenue, where the same is intersected by the center line of Main Street; thence to elevation 353.90, at the center line of Spaulding Avenue, where the same is intersected by the center line of Main Street; thence to elevation 353.43, at State Highway Engineer's Survey Station 4+00, approximately 125 feet southerly from the center line of Spaulding Avenue, where the same is intersected by the center line of Main Street; thence on a 50-foot vertical grade curve to elevation 352.67, at State Highway Engineer's Survey Station 4+50, approximately 175 feet southerly from the center line of Spaulding Avenue, where the same is intersected by the center line of Main Street; thence to elevation 350.68, at the center line of College Avenue, where the same is intersected by the center line of Main Street; thence to elevation 350.53, at State Highway Engineer's Survey Station 5+50, approximately 7 feet southerly from the center line of College Street, where the same is intersected by the center line of Main Street; thence on a 50-foot vertical grade curve to elevation 349.20, at State Highway Engineer's Survey Station 6+00, approximately 57 feet southerly from the center line of College Avenue, where the same is intersected by the center line of Main Street; thence to elevation 346.80, at State Highway Engineer's Survey Station

6/75, approximately 132 feet southerly from the center line of College Avenue, where the same is intersected by the center line of Main Street; thence on a 100-foot vertical grade curve to elevation 344.90, at State Highway Engineer's Survey Station 7/75, approximately 232 feet southerly from the center line of College Avenue, where the same is intersected by the center line of Main Street; thence to elevation 344.60, at the center line of Kirk Avenue, where the same is intersected by the center line of Main Street; thence to elevation 344.94, at State Highway Engineer's Survey Station 9/25, approximately 30 feet southerly from the center line of Kirk Avenue, where the same is intersected by the center line of Main Street; thence on a 150-foot vertical grade curve to elevation 345.84, at State Highway Engineer's Survey Station 10/75, approximately 180 feet southerly from the center line of Kirk Avenue, where the same is intersected by the center line of Main Street; thence to elevation 345.72, at State Highway Engineer's Survey Station 12/25, approximately 330 feet from the center line of Kirk Avenue, where the same is intersected by the center line of Main Street; thence on a 200-foot vertical grade curve to elevation 344.32, at State Highway Engineer's Survey Station 14/25, approximately 530 feet southerly from the center line of Kirk Avenue, where the same is intersected by the center line of Main Street.

6-17-48

Sweet Home
(1948)

June 2, 1948

Mr. Jess M. Parker
City Manager
Sweet Home, Oregon

Dear Sir:

I wish to acknowledge receipt of your letter of June 1, 1948 with regard to the contemplated improvement of 18th Avenue.

Due to the large amount of preparation required in the advertising for invitations to bid on construction work in the several cities, it was impossible to make the May meeting date.

Your job, with others, is scheduled for the June 28 and 29 meeting.

The Laboratory has furnished me a copy of their standard specification on asphaltic concrete, which is being sent you under separate cover. You will please note they have suggested, due to your rock situation, that Class "B" specification be used.

With regard to the other matter mentioned in your letter, will contact the proper parties to gain the needed information and give you the answer to this question as soon as I obtain the required facts.

Very truly yours,

NOTED
C. H. ARMSTRONG

C. H. Armstrong
Engineer, County and City Relations

By

H. C. Ayers
Assistant Engineer

HCA:mm

CITY OF SWEET HOME
LINN COUNTY, OREGON

June 1,1948

Mr.Harold C.Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Commission
Salem,Oregon

NOTED
C. H. ARMSTRONG

Dear Mr.Ayers:

I am writing you relative to the paving of 18th avenge of this City.

I understood that you were inviting bids for this work starting May 24,1948. I did not note any advertisement in the Daily Journal of Commerce but the only edition I received is the Wednsday edition.

In the League of Oregon Cities News letter dated May 15,1948 I see that it is specified that,near as I can interpret it,money received by Cities frmm this fund should be entered in the budget. That brings up the question for our 1948-49 budget if these contracts are awarded by the State,I can see no way to enter this as a receipt and expenditure from our budget. Would you be able to enlighten me as to this matter?

must mean we should set up fund

Another matter which is not your concern but which I would appreciate some information upon is the setting up of a set of specifications for asphalt concrete paving which would be most desirable in regards to utility and cost of the aggregates which are available from our local supply. Could you advice me if it would be possible to receive this information from the State laboratory. If a standard specification could be determined from your laboratory please advise me as to the steps such as collection of samples etc.,which I can do to aid in this.

Would it be possible for you to send me the proper forms for making application for funds as set forth in Chapter 425,Oregon Laws 1947.

I wish to thank you for the cooperation, and aid you have given our little City.

NOTED
Harold C. Ayers

Respectfully Yours

Jess M. Parker

Jess M.Parker
City Manager

RECEIVED
JUN 2 1948
ENGINEER
COUNTY & CITY RELATIONS

JMP:FM

NOTED
J. F. HAGEMANN

NOTED
JOHN W. CATTRALL

SWEET HOME

Scale 1"=800'

South Santiam River
To Lebanon
CO. ROAD
T ST.
City Limits
S ST.
9TH. AVE.
12 TH. AVE.
O.E. R.R.
N ST.
M ST.
Ames
4TH. ST. ROAD
1ST. AVE.
2ND. AVE.
HALSEY-SWEET HOME HWY
HOLLEY
L ST.
K ST.
To Holley
SANTIAM HWY
10TH. AVE.
13TH. AVE.
X AVE.
14TH. AVE.
15TH. AVE.
16TH. AVE.
18TH.
19TH AVE.
LARCH ST.
To Cascadia
1st. CT.
2nd. CT.
3rd. CT.
K ST.
E.E. 2nd. AVE.
J ST.
EYE ST.
3RD. AVE.
4TH. AVE.
5TH. AVE.
6TH. AVE.
7TH. AVE.
8TH. AVE.
9TH. AVE.
10TH. AVE.
11TH. AVE.
12 TH.
14 TH. AVE.
H ST.
G ST.
F ST.
E ST.
Creek
Log Pond
D ST.
C ST.
17TH. AVE.
18TH. AVE.
21ST. AVE.
COUNTY RD.
R.R.
O.E.
T. 13 S.
T. 14 S.
City Limits

Sweet Home
$150, 1948 Fund
(1948)

FORM S-80 REV 10-46

C O P Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1948

SUBJECT: Estimate of Cost: Eighteenth Street; City of Sweet Home

To: F.D.Eason
Division Engineer
Salem Oregon

NOTED
C. H. ARMSTRONG

NOTED
Harold C. Ayers

Dear Sir:

The following is an estimate of cost for the improvement of Eighteenth Street in the City of Sweet Home.

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. General Excavation	cy	1500	$0.50	$ 750.00
2. Structural Excavation	cy	73	2.00	146.00
3. 8" Perforated Conc. Pipe	lin ft	640	1.25	800.00
4. 18" Concrete Pipe	lin ft	42	2.75	115.50
5. 3" - 0" Rock Base	cy	2000	1.75	3500.00
6. 3/4" - 0" Rock in Base & Shoulders	cy	500	2.00	1000.00
7. Class "B" Asphaltic Concrete	ton	1500	8.50	12750.00
				19061.50
				~~$18061.50~~
	Add 10%			~~1806.50~~
	Total			~~$19867.00~~
				20967.60

Very truly yours,

Locating Engineer

NOTED
JOHN W. CATTRALL

Brownsville
$250,000 Fund
(1948)

FORM H-60 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1948

SUBJECT: Estimate of cost: Main Street, City of Brownsville

To:
F.D.Eason
Division Engineer
Salem, Oregon

Dear Sir:

The following is an estimate of cost for the improvement of Main Street in the City of Brownsville:

To be financed by City funds:

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. Excavation, Single Classification	cu.yd.	25	1.00	25.00
2. Structural Excavation	cu.yd.	44	3.00	132.00
3. Trench Excavation, Common	cu.yd.	167	2.00	334.00
4. Trench Excavation, Rock	cu.yd.	71	5.00	355.00
5. Base Rock	cu.yd.	507	2.00	1014.00
6. Rock Backfill in Drains	cu.yd.	235	5.00	1175.00
7. 8" Concrete Sewer Pipe	lin.ft.	185	1.25	231.25
8. 8" Perforated Conc. Drain Pipe	lin.ft.	1240	0.75	930.00
9. Concrete Catch Basins	Each	4	75.00	300.00
10. Curb Removal	lin.ft.	280	0.25	70.00
11. Class "A" 20" Concrete Curb	cu.yd.	11	50.00	550.00
				5116.25
			Add 10%	513.75
			Total	$ 5630.00

To be financed by State funds:

1. Trench Excavation, Common	cu.yd.	18	2.00	36.00
2. Excavation, Soft Subgrade	cu.yd.	407	1.00	407.00
3. Pavement Removal	sq.yd.	610	0.50	305.00
4. Adjust Sewer Manholes	Each	3	10.00	30.00
5. Adjust Street Monument Casting	Each	1	10.00	10.00
6. Class "B" Asphaltic Concrete	Ton	1016	10.00	10160.00
				10948.00
			Add 10%	1052.00
			Total	$ 12000.00

Very truly yours,

R. D. Johnson

Locating Engineer

250,000.

Brownsville. 3-22-45

With Mr Johnson made trip to Brownsville re-survey
Condition of streets much worse than in fact,
with only $15,000 to spend will have to cut down on
length of project-

We can only attempt to take care of main St
from Bank St to bridge approach over the
Calcasieu.

City officials again said they would pay for
drainage and also believe they will replace
curb for distance of excavation.

H.C.C.

BROWNSVILLE
City Limits
6TH.
5TH.
4TH.
3RD.
2ND.
ST.
LOST ST.
WEST ST.
MAPLE ST.
ELM
PINE
ASH
OAK
DEPOT AVE.
CENTER ST.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
BUTLER
AVERILL
FACTORY
RACE ST.
HUNTER ST.
RAIL ST.
RAY ST.
COLLEGE AVE.
KIRK AVE.
R.3W.
R.2W.
MAIN
PUTNAM
SAGA
GLEAR
WARREN ST.
CALAPOOYA
RIVER
City Limits
HALSEY - SWEET HOME HWY.
To Halsey
HALSEY AVE.
36
31
1
6
T.13 S.
T.14 S.
FOREST ST.
FAUST ST.
McCLURE ST.
ROOSEVELT ST.
BROWN ST.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
KISLING AVE.
SMITH ST.
WATER ST.
DIKE
OAK
HEMLOCK
To Crawfordsville

1-17-48

[illegible] STREETS

SWEET HOME, Jan. 17.—C
anager Jess Parker announc
extensive street improveme
ogram Thursday. Assisted
e state, 18th avenue will
new top. Twelfth avenue is
widened and improved sou
the Oregon Electric railro
cks. The dangerous corner
e intersection of L and
reets is to be remedied.
The state will assist only i
e improvement of 18th avenu
is street is a heavy traffi
ute for many logging trucks

Sweet Home
$150,000 Fund
(1948)

January 29, 1948

Mr. Jess M. Parker
City Manager
Sweet Home, Oregon

Dear Mr. Parker:

I wish to acknowledge receipt of your letter of January 16 with regard to the matter of drainage on 18th Avenue and "H" Street, and the portion designated as Unit "B" on the map which we have.

For your information, we have recommended to the Highway Commission that a project be constructed in the City of Sweet Home from funds which are available under the provisions of Chapter 425, Oregon Laws 1947.

It is my hope that the Highway Commission will approve such a project. As soon as I have been advised that they have approved a project in Sweet Home, I will so advise you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

OC:mc

CITY OF SWEET HOME
LINN COUNTY, OREGON

January 16, 1948

Mr.Oscar Cutler,Engineer,County & City Relations
Oregon State Highway Commission
Salem,Oregon

Dear Mr.Cutler:

This is in answer to your letter to this office of December 15,1947.

The Council is very pleased with the co-operation between the City and the Oregon State Highway Commission as indicated by your letter.

The two bad drainage conditions on 18th Avenue and "H" Street as shown on your map as Units "A" and "B" has been corrected with culvert pipe and a get-away ditch being installed at Unit "A" as designated on your Map. The portion designated as Unit "B" has been corrected by trenching a borrow pit section on each side of the street and draining the water away from this area. The condition at Unit "B" was caused by the water level in the adjacent log pond being nearly as high as the road elevation and thereby pumping up into the street grade.

Respectfully Yours

Jess M. Parker

Jess M.Parker
City Manager

JMP:FM

NOTED
Herold C. Ayers

NOTED

RECEIVED
JAN 19 1948
ENGINEER
COUNTY & CITY RELATIONS

Sweet Home
($75,000 Fund)
(1948)

December 30, 1947

Mr. Jess M. Parker
City Manager
Sweet Home, Oregon

Dear Mr. Parker:

Some time ago, Mr. Harold C. Ayers and Mr. John Cattrall of this office called upon you, and looked over certain streets in Sweet Home which the city council had proposed be improved under the provisions of Chapter 425, Oregon Laws 1947, which provides funds for assistance on city streets being subjected to unusual industrial traffic.

As a result of their investigation, they report that two sections, which are marked on the map which I enclose as Units "A" and "B", are in bad condition because of lack of drainage.

Before any permanent construction can be made upon these sections, it is necessary that drainage be provided.

Mr. Ayers and Mr. Cattrall, I believe, pointed out to you on the ground what was necessary in the way of drainage, and it is necessary that this drainage be done before this Department would be in a position to recommend to the Commission that improvement be made upon the surface of the street.

It is the intention of my Department to recommend a project to the Commission, in Sweet Home, if this drainage condition is corrected.

It is also my opinion that the correction of the drainage is an obligation of the city.

If you desire, I will personally visit the city and look over the project with you.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:ms
Encl.

8500 7500 - 1000

12-23-47

Brownsville.

.27 mile 8 ton fetch and 0-30. 18' wide

8 ton fetch @ 15.00	$120.00 ✓
.27 mile 0-30 @ 1500.	450.00 ✓

.13 mile - 15 ton fetch and 0-30 - 40' wide

15 ton fetch @ 15.00	225.00 ✓
.13 mile 0-30 @ 1500.	610.00 ✓

.06 mile Remove present pavement and rebase and rock

Exc 165'x40x2. = 490 cu yds @ 4.00	1960.00 ✓
Base Rock - 370 cu yds @ 3.00	1110.00 ✓
740 sq yds - 120 Tons 3" a.c.	1100.00 ✓

.10 mile. 0-11	550.00 ✓

.37 mile - 15 ton fetch + 0-11

15 ton fetch @ 15.00	225.00 ✓
.37 mile 0-11 -	1935.00 ✓
	$285.00

- city -

800' 12" perforated @ 1.50	1200.00 ✓
	9485.00

$250,000 Issued (1947) F. Hagemann
H.C. Eyers

Fair - warm - light Clouds. — Brownsvilles — 12/23/47

Made inspection of streets, and then talked with Mr. Ben Fisher, mayor and C.W. Reid street supt.

Explained to them, how we interpreted the act, and that drainage was their chief problem.

Main Street thru the business district is of Asphaltic or Bituminous Concrete - and has developed opidation cracks over entire length. There are two locations which are extremely bad, the one located between Factory St & College ave. has been aggravated by a bad drainage condition caused by old basement excavation that drains to this area causing the base to become soft and spongy.

The other bad area lies between Kirk ave and bridge and is caused by seepage from old wooden reservoir.

It was explained we felt the city should, (if project is accepted) pay the cost of installing proper drainage at these two points. The mayor and street supt. agreed they should do their portion of the cost.

Main street should have a wearing surface placed over entire length.

South Main St. This is an old street which the County rebuilt last year. This was a very poor job. Sea gravel was placed on a good base and very light shot of suitably cold oil was placed on the sea gravel only penetrating approximately ½". The coating is breaking up already and no doubt by summer will be all gone.

(Cont.)

This gravel should be removed and a good light shot.

North Main This is about the same as South Main except oil was better and a slightly better job done.

At the present time should be patched and likely by summer should be given an adequate oil job.

We suggested that the city should make attempt to fill all their oiled streets now or they would run into serious difficulties by summer.

main street carries heavy log truck hauling which is breaking up this street.

Depot - Street - old County Road

Depot street to oak has had plant mix but is now in poor condition. The balance of Depot street is good.

old County road is also a gravel and light oil shot

should be patched and rerolled next summer.

City said if they could not have both Main and this would fail to forget this one.

Walnut - Lee.

Good route nothing

HCC

12/23/47

ds in Red need work
" " yellow good enough with normal maintenance
" " Black need resurfacing and patching

BROWNSVILLE

Roads Paved

City Limits

WEST ST.
MAPLE ST.
6TH
5TH
4TH
3RD
2ND
ELM
SPRING
ASH
OAK
ST.

DEPOT AVE.
CENTER ST.
COLLEGE AVE.
KIRK AVE.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
VICTORY ST.
RACE ST.
HUNTER ST.
RAIL ST.
RAY ST.
WARREN ST.
BUTLER
AVERILL
AUTRAM
SAGA
GEAR

R.3W.
R.2W.
MAIN

CALAPOOYA RIVER

City Limits

HALSEY - SWEET HOME HWY.
To Halsey
HALSEY AVE.

36 31 1 6
T.13 S.
T.14 S.

FOREST ST.
FAUST
McCLURE
ROOSEVELT ST.
BROWN ST.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
KISLING AVE.
SMITH ST.
WATER ST.
PINE
OAK
HEMLOCK

To Crawfordsville

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Brownsville Logged by F Hay Car No. 41-5

Road or Street N Main + Maine Recorder N Blyven

Date 12/23/47 Weather Fair - light clouds Project 250,000 Fund (48)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	N City limits					
.14	& Depot St	.27	16	Almost	Fair	Needs patching and resealing
.27	Locust St					
.00	Nedge Locust					
.06	& Birch Ave	.13	40'	Bit Conc	Good	slightly rough - patching and resealing would be a good idea
.085	& Main St					
0.13	& Factory					
.00	S. Line Factory	.06	40'	Bit Conc	Poor	will have to be completely renewed including base.
.06	30' S of College Ave					
.00						
.07	Kirk Ave	.07	29.4'	Bit Conc	Good	
.12						

(Cont)

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Brownsville Logged by F Hay Car No. 41-5

Road or Street Main St. Recorder H B Lyons

Date _____ Weather _____ Project _____

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	Conl change	.10	29.4	oil	Poor	Needs Reseling
.10	Bridge					
.20	End of span					
.29	End of approach	.28		Oil	Good	
.38	End of project					
.035	Street intersection is bad but city kept soil stuff kept this up.					

The 165 lin ft in the main section of town will have to come out be rebased and Asphaltic Concrete laid.

I have suggested "if" the project is allowed the city should pay for draining the site of the old basement and also the area that is flooded by old reservoir

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Brownsville Logged by J. Hay Car No. 41-5

Road or Street Kirk Ave. Recorder A.C. Cyrus

Date 12/23/47 Weather light clouds Warm Project 550 000 Fund ('48)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	E. City limits		16'	Oil mat	Poor	
.015						soft spongy spot 6'x9' Needs Patching
.065					bad.	
.09						
.15					Fair	City is installing new Concrete pipe Culvert
.50						
.60	± Factory St				Poor	Intersection is 95% under water - no drainage needs culvert
.66					Fair	Needs patching + reseeling
.89						

City officials said, if we could take care of main, they would take care of Kirk Ave.

This street needs patching in locations marked poor and a new recital order entered section 700 # patch

Sheet 4 of 5

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Brownsville Logged by F. Hay Car No. 41-5

Road or Street Depot St. old County Road Recorder H.G. Eyers.

Date 12/23/47 Weather Fair - light Clouds Project 259,022 Fund ('48)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	N Main St					This end is not important as vehicles are using Oak St to Walnut
.04	& Oak St	.04	40'	Oilmat	Poor	
.09		.05	46'	"	Good	
.20		.11	18'	"	Fair	needs patching
.57						

600' gate now - Add a road pat in another year.

Sheet 5 of 5

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Brownsville Logged by F Hay Car No. 41-5

Road or Street Walnut ave Recorder HBK

Date 12/22/47 Weather Fair - light Clouds Project 25e, 001 Fund (45)

M. P.	Location	Length	Width	Type	Condition	Remarks
.00	N. Main		16'	A-9	Good	
.13	Pine St					

Nulla sarding

Brownsville 12-23-47
Main Street from College Avenue, looking north

Brownsville 12-23-47
Main Street from College looking northwest

STATE OF OREGON — TABULATION SHEET

HIGHWAY DEPARTMENT

Sweet Home 11/18/47

Coal

Route #2
18th Paved (1946) one year ago— State paid Ray
City paid Roy— money out of State Tax.

Route #1— from 18th East in poor Condition
this street, by City Managers admission, carries non-industrial
traffic only residence and by pass for highway
18th is profferance of City—

Route #3. Has no coal on this load carries but small
amount of traffic— no heavy hauling— no lots
increased in traffic

Unsettled - Cool $250,000 Fund (1948) Hdqrs J Cottrell 1952

Sweet Home 11/18/47

Made Survey with Mr Jesse Parker City Manager.

Inspection found the streets generely in poor condition because of lack of drainage.

1. Route #1 "L St" has oiled surface and, where drainage has been taken care of or there is natural drainage, is in good shape.

If there bad spots or the whole street is drained a small amount of rock, some blading to obtain Crown and given an oil mat would put this street in fine condition.

If drainage is not taken care of it would do no good to waste more money on oiling at this time.

2. Route #2 (18th St) Here again drainage is the problem, not traffic. Is oiled street.

From north city limits to Santiam Highway. is in good Condition needs nothing

From Santiam Highway south to first Curve at log dump is in fair Condition, needs some patching and sealing.

This street crosses heavy log haul.

From curve to end of log dump bad because of leakage of log dump. Unless this leakage is drained away nothing would hold a surface.

This #2 project is worthy of consideration Only if drainage is taken care of.

Cont.

3. Route #3 Graveled needs shaping and oiling if drained.

Carries no industrial traffic to speak of only light residential traffic.

This route (#3) would not qualify.

HEA

FORM 44—B-17814—SM—8-39

250,000 Fund

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

Sevi. Cloudy. Cool-

Brownsville, Ore

11/18/47

#1 This slot of Oil on pea gravel - badly in need of sealing - spot holes developing - This was evidently a poor job of oiling. Heavy pea gravel approximately 3 inches and oil did not penetrate more than one inch - Road bed is most places lower than surrounding fields - ditches good (if any) no evident outflow of ditches that do exist

#4 no base to speak of - oil section creeping at start of project on highway - section beyond bridge for approximately one block, had oil shot on loose gravel In city proper, old Bitumuls job - base has become spongy in places poor base - surface badly alligatored - Needs more investigation before recommendation can be made.

MP	Length	Width	Type		Remarks.
.00			Oil mat		
.28		40'-curbs	Gravel		Spongy base - badly
.54			Oil mat Light Oil		alligatored
.64			Gravel		Road condition
	Farm to market.			165' lin ft to come out rebase and pave balance	

FORM 41—B-17814—5M—8-50

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

Semi-Cloudy

Brownsville - 11/18/47

#1 - Thin shot of oil on gravel badly in need of sealing - Pot holes developing - Shows some poor patching - Road bed is most place lower than surrounding fields - has been ditched once and nicely filled - no water action.

#4 no base to speak of oil section creeping at station highway section beyond bridge for one block body oil shot spotted - only gravel now

In city proper, old Bituminous job - base has become spongy - denotes poor base - surface badly alligatored (needs more investigation)

STATE OF OREGON — TABULATION SHEET

HIGHWAY DEPARTMENT

Cloudy - light sprinkle — Brownsville — 11/18/47

M.P.	Location	Length	Width	Type	Condition	Remarks
.00	main St					
.04	1st block			0-30-	poor	gone-patched
.045	E oak St			0-9	good	
.10	E ash			0-9	"	
.56	End gravel St				Good	for a poor oil job topping fair ground with lacy light slat gravel

Market road

no evidence of heavy Industrial traffic

TABULATION SHEET

HIGHWAY DEPARTMENT

#5. Brownsville 11/18/47

M.P.	Location	Length	width	Type	Cond	Remarks
.00	to Fisher		16	Oil	Good	
.13						

E-17814—5M—8-30

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

#4 Brownsville 11/18/47

MP	Length	Width	Type	Condition			
.00			oil mat	Fair			
.28		40'-Cxc	Bit Surf			Spongy	
.54			oil mat			Light oil	
.64	Bridge						

Turn to Mkt.

BROWNSVILLE

City Limits

sections need working over

LOFF ST.
WEST ST.
MAPLE ST.
6TH
5TH
4TH
3RD
2ND
ELM
PINE
ASH
OAK
ST.
DEPOT AVE.
CENTER ST.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
BUTLER
AVERILL
FACTORY
RACE ST.
HUNTER ST.
MAIL ST.
KAY ST.
WARREN ST.
COLLEGE AVE.
KIRK AVE.
R.3 W.
R.2 W.
MAIN
City Limits
CALAPOOYA
RIVER
HALSEY - SWEET HOME HWY.
To Halsey
HALSEY AVE.
36
31
6
T.13 S.
T.14 S.
FOREST ST.
FAUST
McCLURE ST.
ROOSEVELT ST.
BROWN ST.
East St.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
KISLING AVE.
SMITH ST.
WATER ST.
DIKE
OAK
HEMLOCK
To Crawfordsville

1" = 0.208 mi

.8" = 1.0 mi

1" = 0.96 mi

Brownsville
(S) Grants Pass
(1948)

October 17, 1947

Mrs. Jessie Howe
City Recorder
Brownsville, Oregon

Dear Madam:

I wish to acknowledge receipt of the resolution adopted by the City Council of Brownsville, whereby the City of Brownsville is making application to the Commission for a portion of the $30,000 fund set up in the State Tax Street Fund Bill by the 1947 legislature.

As soon as possible, someone from this Department will call upon the city and an inspection of the project will be made.

I am unable to say at this time just when this can be done, as there are a large number of cities in the state, and it will take some time to get around to see the various city officials.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

OC:mc

One of the maps has Main St. colored beyond the city limits. Streets on map do not exactly check with resolution. I have not yet acknowledged receipt of these resolutions.

M.

R E S O L U T I O N

10-13-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Brownsville is an incorporated city of the State of Oregon, and has a population of 960, as given by the latest official census, and

WHEREAS, the following streets of said city, Main Street, South Main Street, North Main Street, Depot Avenue, Linn Street, Kirk Ave., Walnut Street

_____

_____

_____

_____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or ~~special~~ session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: _____

Main Street, South Main Street, North Main Street, Depot Avenue Linn Street and Kirk Avenue, Walnut Street

_____

_____

_____

_____

_____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Brownsville does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 13th day of October, 1947.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

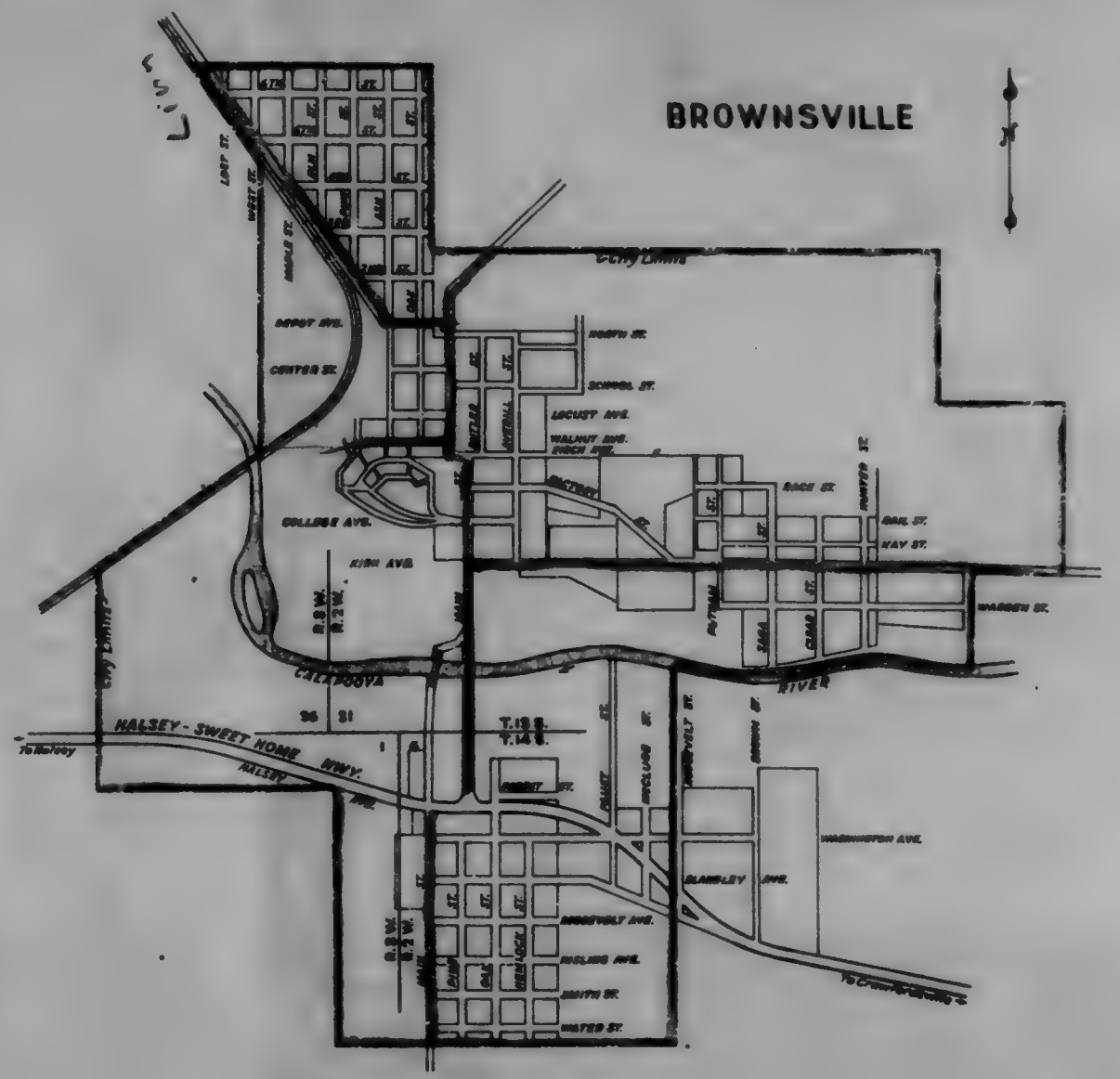
- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Brownsville at a regular or special meeting of said council, held on the 13th day of October, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 13th day of October, 1947.

Mrs. Jessie Howe

Mrs. Jessie Howe City Recorder


BROWNSVILLE
City Limits
LIVIN
LOST ST.
WEST ST.
MAPLE ST.
OAK
ELM
BIRCH
ASH
BEECH
MAPLE
OAK
BEECH
ELM
BIRCH
ASH
ROOT AVE.
CRYDER ST.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
DOGH AVE.
MAPLE
OAK
BEECH
ELM
BIRCH
ASH
MAPLE
OAK
BEECH
ELM
BIRCH
ASH
MAPLE
OAK
BEECH
ELM
BIRCH
ASH

Brownsville
(250,000 Fund)

(1948)

September 29, 1947

Mr. S. Ellis Scoville
City Attorney
Brownsville, Oregon

Dear Sir:

Reference is made to your letter of September 25 with regard to log and lumber truck traffic in the City of Brownsville, in which you request assistance from the State Highway Department in street repairs and maintenance from the $250,000 fund to be set up as provided in Chapter 425, Oregon Laws 1947.

We are enclosing herewith three copies of a resolution form, to be adopted by the city council, whereby the city officially requests participation in the proposed fund. This resolution should indicate the streets on which the improvement, maintenance, or repair, is requested. The map should be colored, indicating the streets also.

It is our understanding that the amended act passed by the 1947 legislature setting up the fund of $250,000 does not become effective until January 1, 1948, and that no money will be available for assistance to the cities until after that date. However, the resolution should be forwarded so that an investigation can be made on the ground.

One copy of the resolution should be retained by the city for the city's records, and the other two copies forwarded to the Oregon State Highway Commission at Salem, Oregon, attention of Oscar Cutler, Engineer, County and City Relations.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mo

Encl.

City of Brownsville

S. ELLIS SCOVILLE

Office of City Attorney

Brownsville, Oregon

September 25,1947

Oscar Cutler
Engineer,County & City Relations
c/o Oregon State Highway Dept.,
Salem, Oregon

Re: Special Road Funds.

Dear Mr. Cutler:

As city attorney for the city of Brownsville, in Linn County, Oregon, and at the request of Brownsville City Council and C.W.Keith, Superintendent of Streets,I wish to obtain your cooperation in obtaining for the City of Brownsville, a special allowance for use within the city limits of Brownsville for street repairs and maintenance, required by reason of unusual use of such city streets by log and lumber trucks. Recently the city street superintendent made a record of log and lumber trucks passing over Brownsville city streets for a portion of one day, and made a count to the number 50 loaded log trucks and trailers, and 70 empty log trucks and trailers, not including any of such trucks on state highway known as Halsey-Sweet Home highway.

It appears that the State Highway Commission is authorized to assist cities in Oregon to repair and maintain city streets, where unusual log and lumber truck traffic is shown to exist. Such unusual traffic is very evident in this small city of Brownsville and such unusual traffic has caused an extreme expense to be placed on such a small city for repairs and maintenance of streets and has made a serious problem for this city to handle.

It is my purpose in writing this letter to you to obtain your cooperation and attention to assist the City of Brownsville in this matter of obtaining additional funds for street repairs. It is hoped that you will be able to come to Brownsville and made a personal inspection of our problem here, and personally contact our street superintendent,C.W.Keith, to obtain an accurate record of our needs.

I shall appreciate your acknowledging this letter at your very earliest convenience.

Very respectfully yours,

S. Ellis Scoville

S. Ellis Scoville, by- L.S.

RECEIVED
SEP 29 1947
ENGINEER
COUNTY & CITY RELATIONS

SES:ls

R E S O L U T I O N NO.11 FOR 1947

9-16-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Sweet Home, Oregon is an incorporated city of the State of Oregon, and has a population of 2,142, as given by the latest official census, and

WHEREAS, the following streets of said city, East "H" Street and Eighteenth Avenue, "L" Street, and Twelfth Avenue. (North).

_____

_____

_____

_____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: _____

East "H" Street and Eighteenth Avenue, "L" Street, and North Twelfth Avenue

_____

_____

_____

_____

_____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Sweet Home does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 16th day of September, 1947.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sweet Home at a regular or special meeting of said council, held on the 16th day of September, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

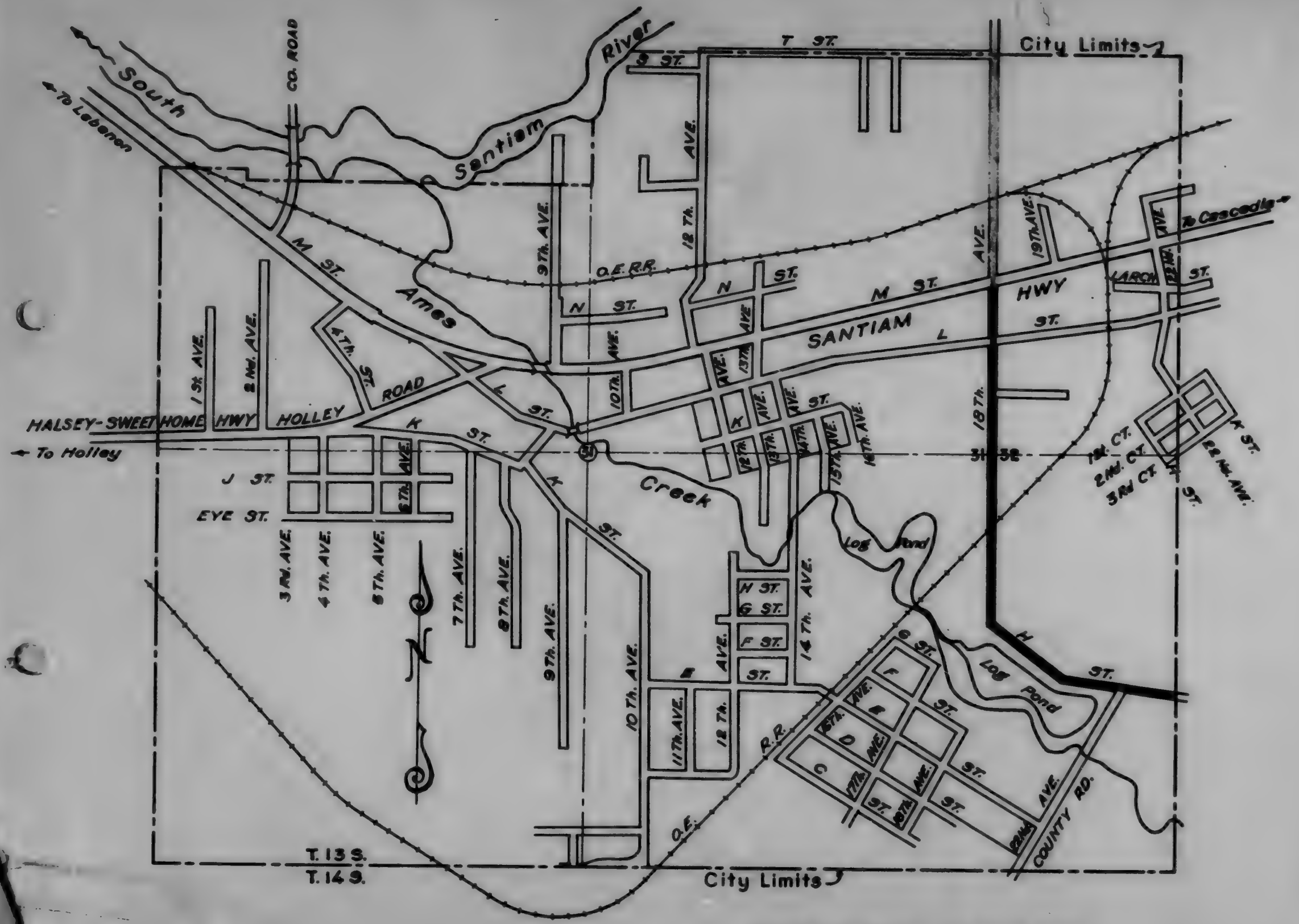
Dated this 16th day of September, 1947.

Jess M. Parker
City Recorder

SWEET HOME

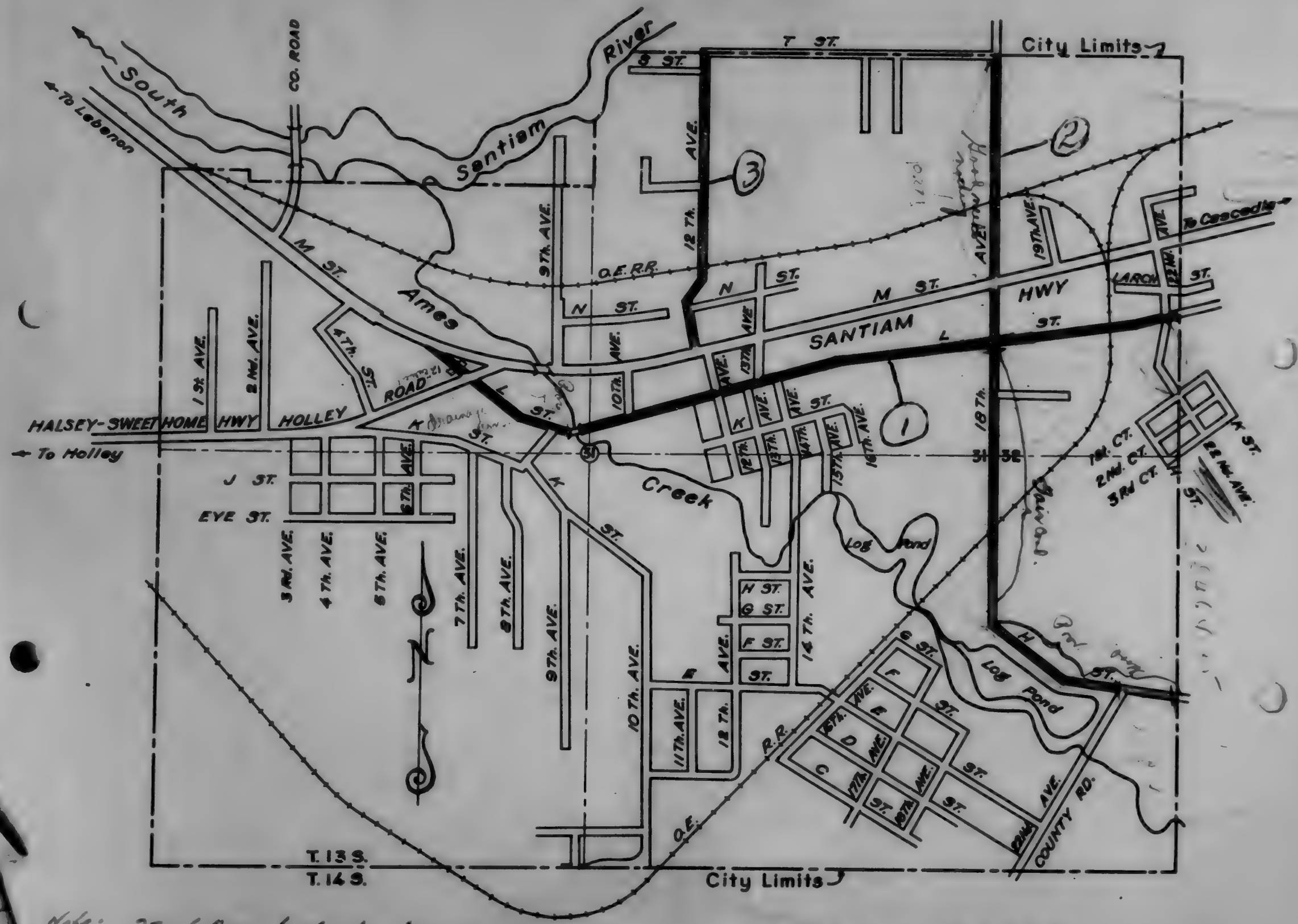
Scale 1"=800'

South Santiam River
To Lebanon
CO. ROAD
T ST.
City Limits
S ST.
AVE.
9TH AVE.
12 TH.
O.E. R.R.
N ST.
M ST.
AVE.
19TH AVE.
To Cascadia
LARCH
ST.
Ames
SANTIAM HWY
L
ST.
10TH AVE.
13TH AVE.
18 TH.
1ST AVE.
2ND AVE.
4TH ST. ROAD
HALSEY-SWEET HOME HWY
HOLLEY
K ST.
To Holley
31
32
1ST CT.
2ND CT.
3RD CT.
22ND AVE.
J ST.
EYE ST.
3RD AVE.
4TH AVE.
5TH AVE.
6TH AVE.
7TH AVE.
8TH AVE.
9TH AVE.
10TH AVE.
11TH AVE.
12TH AVE.
13TH AVE.
14TH AVE.
16TH AVE.
Creek
Log Pond
H ST.
G ST.
F ST.
E ST.
D ST.
C ST.
R.R.
O.E.
COUNTY RD.
T. 13 S.
T. 14 S.
City Limits



SWEET HOME

Scale 1"=600'



Note: 22nd Ave leeds to housing development. Is now graveled only in fair condition.

SWEET HOME

Scale 1"=800'

September 8, 1947

Mr. Jess M. Parker
City Manager
Sweet Home, Oregon

Dear Sir:

Reference is made to your letter of September 6, requesting proper resolution forms for submitting application for participation in the $250,000 fund to be set up and administered by the State Highway Commission as provided in Chapter 425, Oregon Laws 1947.

Enclosed are three copies of a resolution form, to be adopted by the city council, whereby the city officially requests participation in the proposed fund. This resolution should indicate the streets on which the improvement, maintenance, or repair, is requested. The maps should be colored, indicating the streets also.

It is our understanding that the amended act passed by the 1947 legislature setting up the fund of $250,000 does not become effective until January 1, 1948, and that no money will be available for assistance to the cities until after that date. However, the resolution should be forwarded so that an investigation can be made and a determination made as to whether or not the request is eligible for consideration.

One copy of the resolution should be retained by the city for the city's records, and the other two copies forwarded to the Oregon State Highway Commission at Salem, Oregon, attention of Oscar Cutler, Engineer, County and City Relations.

I wish to again emphasize that it is our understanding that any money from the $250,000 appropriation to be administered by the State Highway Commission will not be available until January 1, 1948.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mc
Encl.

CITY OF SWEET HOME
LINN COUNTY, OREGON

September 6,1947

Oregon State Highway
Commission
Salem,Oregon

Dear Sir:

In behalf of the Council of the City of Sweet H ome,Oregon I am writing your office for the Resolution form which is necessary when making application for Street work under chapter 425, Oregon Laws,1947.

Yours Respectfully

Jess M. Parker

Jess M.Parker
City Manager

JMP:fm

RECEIVED
SEP 8 1947
ENGINEER
COUNTY & CITY RELATIONS

REFERRED TO
BY SECRETARY

RECEIVED
SEP 8 1947
OREGON
STATE HIGHWAY COMMISSION

075 Attached

(1)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Sweet Home

Streets Proposed for Repair or Maintenance:

L St from Santiam Hwy to East City Limits

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

Length 0.19 Width	Type	Condition	Length	Width	
	Gravel	bad	0.135	30'	Curb to Curb 46'
(b)	Oil Mat	fair	0.10	23'(0.1)	Curb to Curb 46'
(c)	" "	good	0.54	23'(0.1)	Curbs in 46' curb to Curb
(d)	" "	bad	0.06	23'	
(e)	" "	poor	0.065	22'	

Drainage along curb no catch basins

ESTIMATE OF COSTS

Amount

Grading, Cu. Yds. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Surface Materials Base:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement Patching:

Asphaltic Concrete: Tons _____ at _____ Ton $_____

Bridges: _____

_____

_____ $_____

Miscellaneous Items: _____

_____

_____

_____

_____

_____

_____ $_____

Cost of Project: _____

Plus Engineering and Contingencies: _____

Total: _____

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $_____

_____ % City Amount $_____

Total $_____

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: _____

Statement as to Street Conditions and Residential or Industrial Development:

(a) Residential farm to market & log-trucks (entire street) Shall be bladed, scarified & oiled to 24' to coincide with balance of oiled portion of street.

(b) Badly pot-holed. Necessary to scarify, regravel & re-oil.

(d) Needs to be scarified, resurf & oiled.

(e) Could be patched & re-sealed. (½ ton patching material)

Conditions appear to be primarily caused by lack of proper maintenance and drainage.

RECOMMENDATIONS

Recommend consideration of portions as shown under statement of conditions.

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(2)

8-8-47

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Sweet Home

Streets Proposed for Repair or Maintenance:

18th St from N City Limits to H St
H St " 18th St to East City limits

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

Length Type	Condition	Length	Width	
Width (a) Gravel	Fair	0.12 ✓	27'	(Re-gravel + 0.1)
(b) 0.1 Mat	Fair	0.13 ✓	20'	(500 lbs per lane mile) (seepage from mill pond)
(c) " "	bad	0.06	20'	(Scarify, re-surf. + 0.1)
(d) " "	Fair	0.71	20'	(1000 lbs per lane mile)

Entire city apparently lacks drainage.

ESTIMATE OF COSTS

Amount

Grading, Cu. Yds. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Surface Materials Base:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement Patching:

Asphaltic Concrete: Tons _____ at _____ Ton $_____

Bridges: _____

_____

_____ $_____

Miscellaneous Items: _____

_____

_____

_____

_____

_____

_____ $_____

Cost of Project: _____

Plus Engineering and Contingencies: _____

Total: _____

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $_____

_____ % City Amount $_____

Total $_____

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: _____

Statement as to Street Conditions and Residential or Industrial Development:

Heavy
Residential ~~logging~~ & lumber hauling.
(2) Seepage from mill pond would necessitate 850' of perforated pipe & 30' of culvert pipe to cross road @ $1200.00

RECOMMENDATIONS

Recom'd consideration

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(3)

8-8-47

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Sweat Home

Streets Proposed for Repair or Maintenance:

12th St from Santiam Hwy to N. City Limits

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

Length Type	Condition	Length	Width	
Width @ Oil Mat	bad	0.04	31.5'	Patch & Reseal (750 lbs)
Posted for no heavy trucks (b) Gravel	Poor	0.08	20-22	blade, Surf + Oil
(c) Gravel	Poor	0.25	28'	blade, Surf + Oil

ESTIMATE OF COSTS

Amount

Grading, Cu. Yds. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Surface Materials Base:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement Patching:

Asphaltic Concrete: Tons _____ at _____ Ton $_____

Bridges: _____

_____

_____ $_____

Miscellaneous Items: _____

_____

_____

_____

_____

_____

_____

_____ $_____

Cost of Project: _____

Plus Engineering and Contingencies: _____

Total: _____

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $_____

_____ % City Amount $_____

Total $_____

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: _____

Statement as to Street Conditions and Residential or Industrial Development:

(a) business & trucks

(b) ? posted for no heavy trucks. Is a combined vertical & horizontal curve cut & fills.

(c) Residential & lumber hauling.

RECOMMENDATIONS

Recommend consideration

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

8-8-47 (1)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance:

Main St from Halsey-Sweet Hwy to South City Limits

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

Length 0.37 mile

Width 30 feet for 0.10 mile

18 feet for 0.27 mile

City Will Pay for City's Share of Work as Follows:

Materials for Project Will be Obtained as Follows:

Statement as to Street Conditions and Residential or Industrial Development:

Residential, farm to Market
Bit concrete for 0.10 mile condition good
Oil mat 0-9 type 0.27 mile " "

RECOMMENDATIONS

Present condition of road does not qualify it for this fund

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(2)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance:

Kirk Ave from Main St to

Type of Repairs or Maintenance: Patching (27 tons) & Reseal (6-7) Entire Street

Intersection with Factory St. (35 ton plant Mix, 35 Cu Yds. Excav., 18 Cu yds. Rubble)

Length in Feet or Miles and Widths in Feet:

Length 0.90 ~~0.95~~ miles

width 18' feet

ESTIMATE OF COSTS

				Amount
Grading, Cu. Yds.	35	at 1.50	Cu. Yd.	$ 52.50
22 arch Culvert Pipe, Lin. Ft.	34	at 4.57	Lin Ft ~~Cu. Yd.~~	$ 109.68
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$

Surface Materials Base:

Size 3/4"-0	Kind Crushed Rock	Cu. Yds. 18	at 3.32	Cu. Yd.	$ 59.76
Size	Kind	Cu. Yds.	at	Cu. Yd.	$

Surface Materials Top:

Size	Kind	Cu. Yds.	at	Cu. Yd.	$

Asphalt Oil Mat: Specification 0.31 No. ~~of Sq. Yds.~~ 0.90 mile

Kind	Tons	at	Ton	$ 875.50
Kind	Tons	at	Ton	$
Kind	Tons	at	Ton	$

Crushed Rock or Gravel in Oil Mat:

Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$

Sprinkling:

M-Gals.	at	M-Gal.	$

Amount

Pavement Patching: 35 27

Asphaltic Concrete: Tons 62 at 9.00 Ton $ 558.00

Bridges: _____

_____

_____ $_____

Miscellaneous Items: _____

Removal of wooden culvert 75.00

_____

_____

_____

_____

_____ $_____

Cost of Project: _____

Plus Engineering and Contingencies: _____

Total: _____

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $_____

_____ % City Amount $_____

Total $_____

RECOMMENDATIONS

recommend consideration

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(3)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance:

(A) Linn St N City Limits to Depot Ave

(B) Depot Ave From Linn St to N Main

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

	type		Length	width
(A)	oil mat - 0-9	good	0.48	19'
(B)	Bit-pavement	"	0.07	35.7
(B)	oilmat - 0-30	"	0.04	19.6

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: _____

Statement as to Street Conditions and Residential or Industrial Development:

Residential; farm to Market - logging
~~on~~ Type and condition on page one
overall condition good few pot holes
that should be ~~seen~~ taken care of
by normal maintenance

RECOMMENDATIONS

Present condition of road does not qualify it for funds

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(4)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance:

(A) N Main St from City Limit to Locust
(B) N. " St " Locust to Birch ave
Birch ave from Locust to Main St
Main from Birch to Valley. Incl Bar Hwy

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

type	condition	Length	width
(A) Orlnat 0-9	fair	0,28	19'
(B) Bit pave.	good as new.	0,26	40
(C) Orlnat 0-11		0,38	24

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: _____

Statement as to Street Conditions and Residential or Industrial Development:

Residential, Business, farm to market and logging

Note. ~~150~~ from S side College and north 150' and
complete subbuilding. Breakup appears to be
from spongy subgrade rather than from
traffic as same type pavement on each
side is in good condition.

RECOMMENDATIONS

Recommend consideration on college Ave North section and on 30' foot section north of bridges.

Division Engineer

Bridge Engineer

Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

(5)

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance:

Walnut Ave from N Main to Fairlawn St

Type of Repairs or Maintenance:

Length in Feet or Miles and Widths in Feet:

Length 0.13

Width 17 Feet

City Will Pay for City's Share of Work as Follows:

Materials for Project Will be Obtained as Follows:

Statement as to Street Conditions and Residential or Industrial Development:

Residential and Logging.
9 oil mat - 6-9 conditions good

RECOMMENDATIONS

Coalition does not qualify street

Division Engineer

Bridge Engineer

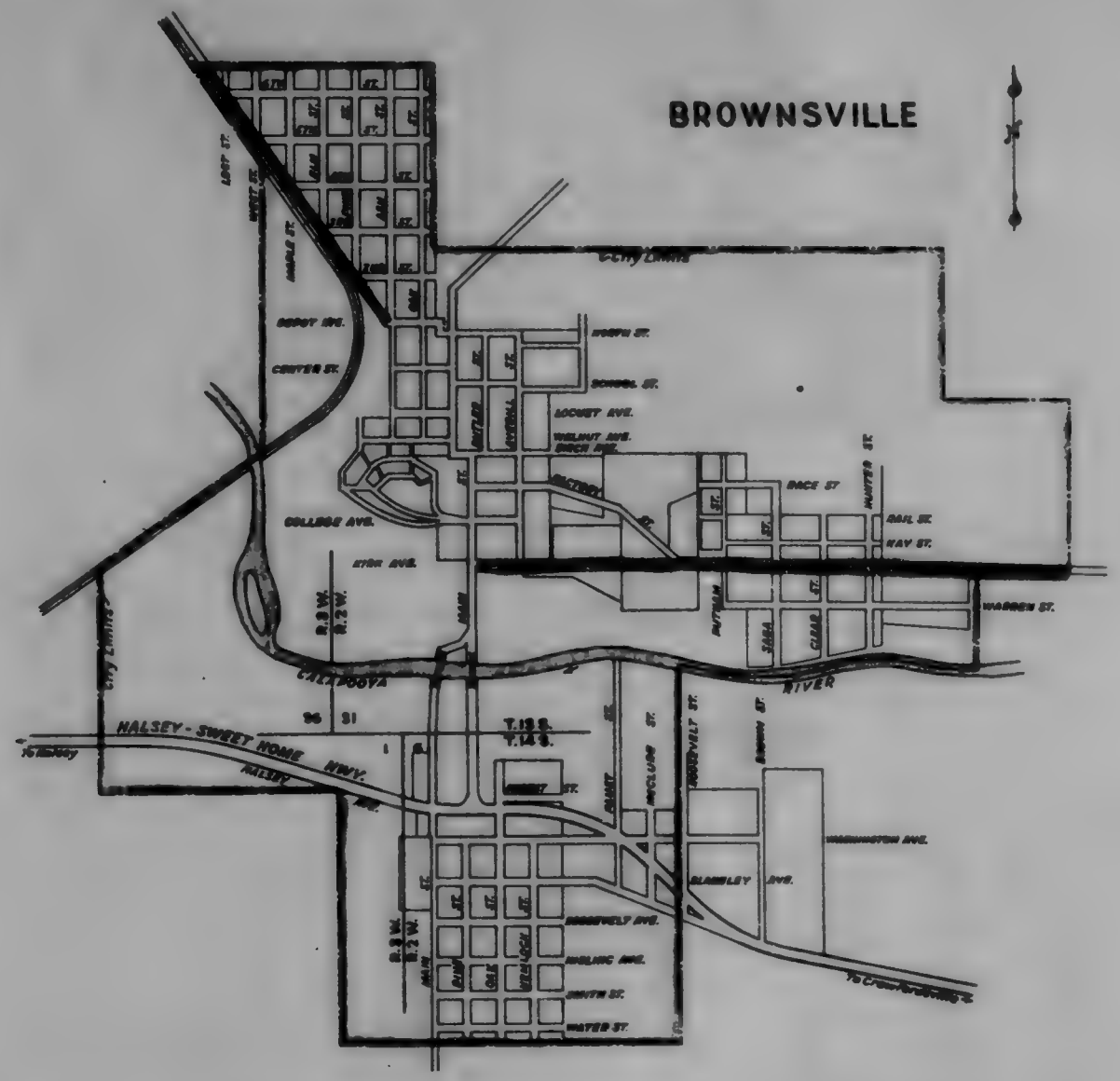
Construction or Maintenance Engineer

Engineer, County and City Relations

State Highway Engineer

8-8-1947

City _____
Street _____
Sheet ____ of ____

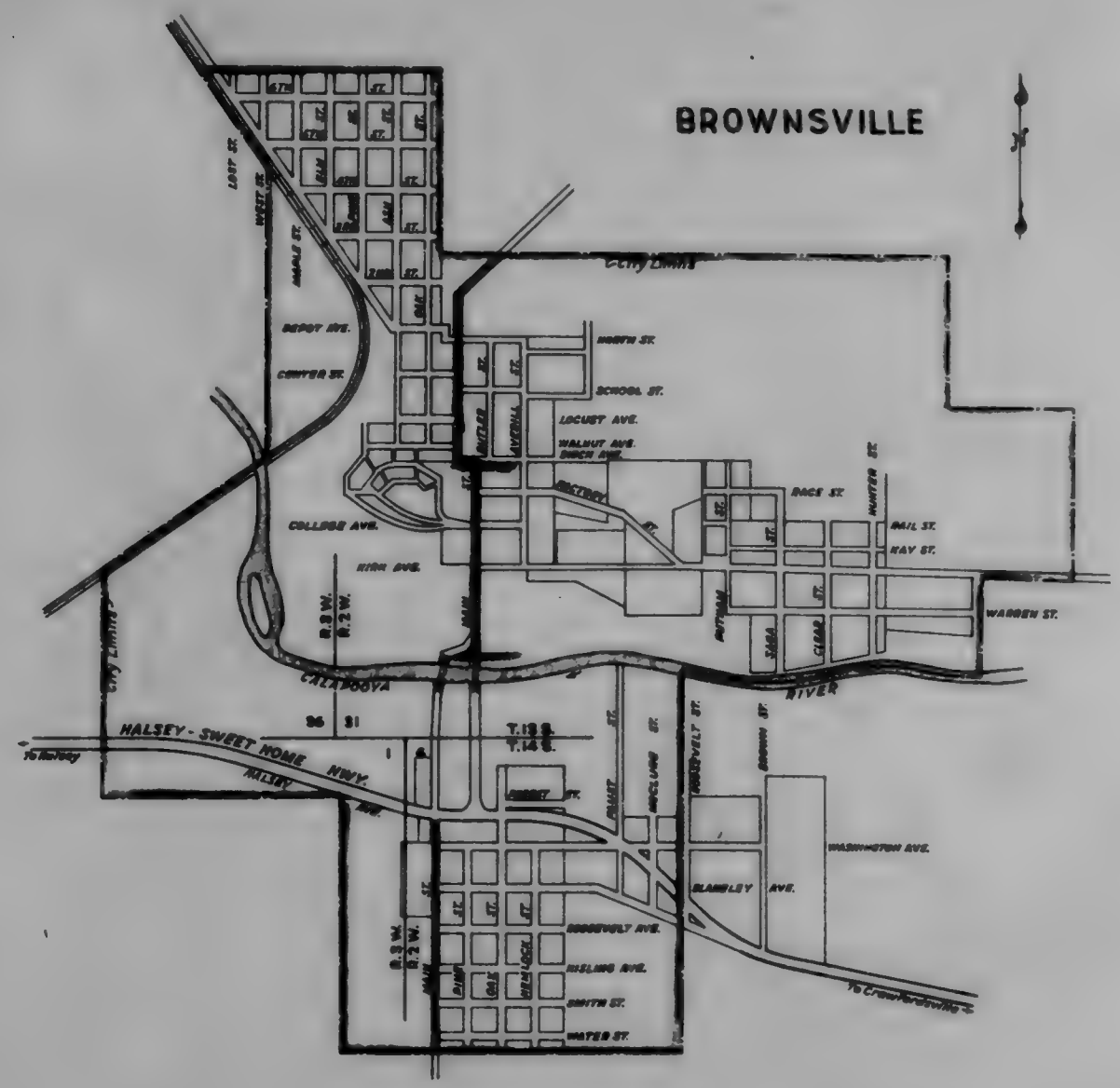


Expenditures

Year	'42	'43	'44
$	487.85	131.81	114.85

Est. # 542

542


BROWNSVILLE
City Limits
LAST ST.
WEST ST.
MAPLE ST.
DEPOT AVE.
CENTER ST.
NORTH ST.
SCHOOL ST.
LOCUST AVE.
WALNUT AVE.
BIRCH AVE.
BUTLER ST.
MAIN ST.
COLLEGE AVE.
HIGH AVE.
BACK ST.
MAIL ST.
BAY ST.
HUNTER ST.
PUTNAM ST.
SAMA ST.
CLARA ST.
WARREN ST.
R.3 W.
R.2 W.
CALAPOOYA RIVER
HALSEY - SWEET HOME HWY.
To Albany
T.13 S.
T.14 S.
26
31
FRONT ST.
MORELAND ST.
ROOSEVELT ST.
BROWN ST.
WASHINGTON AVE.
BLAKELEY AVE.
ROOSEVELT AVE.
RIDLING AVE.
SMITH ST.
WATER ST.
To Crawfordsville
ELM ST.
OAK ST.
WILLAMETTE ST.

CC 960 Linn

8-8-47

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Brownsville

Streets Proposed for Repair or Maintenance: South main St; main St; North main St.

Type of Repairs or Maintenance: Patch and seal. Excavate + renew one section Drainage

Length in Feet or Miles and Widths in Feet: South main St .37 mile. Widd 30' for .10 mile. 20' for .27 mile. main st. from Locust to Kirk 40' wide main st from Kirk to bridge 30' wide .29 mile long.

29

ESTIMATE OF COSTS

				Amount
Grading, Cu. Yds.	490	at 6.00	Cu. Yd.	$ 2940.00
Culvert Pipe, Lin. Ft.	800'-12"	at 3.00	Lin. ~~Cu.~~ Yd.	$ 2400.00
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$

Surface Materials Base:

Size 6"-0	Kind C.R.	Cu. Yds. 370	at 5.00	Cu. Yd.	$ 1850.
Size 3/4 1/2	Kind C.R	Cu. Yds. 60	at 3.00	Cu. Yd.	$ 180.

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat; Specification _____ No. of Sq. Yds. _____

Kind O-30	Tons 40 mile	at [illegible]	Mile Ton	$ 1060.
Kind O-11	Tons 37 mile	at	Ton	$ 3500
Kind	Tons	at	Ton	$

Crushed Rock or Gravel in Oil Mat:

Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement Patching:

Asphaltic Concrete: Tons 778 at 10.00 Ton $ 7780

Bridges: _____

_____ $ _____

Miscellaneous Items: _____

labor log pipe
misc. 1300

Cost of Project: 21,010.00

Plus Engineering and Contingencies: 2100

Total: 23100.

APPORTIONMENT OF COSTS

_____ % State Only Amount $ _____

_____ % State Amount $ 15000.00

_____ % City Amount $ 8110.00

Total $ 23110

City Will Pay for City's Share of Work as Follows: City will pay drainage Costs - and portion of Curb

Materials for Project Will be Obtained as Follows:

Statement as to Street Conditions and Residential or Industrial Development:
Heavy log truck traffic

RECOMMENDATIONS

_____

_____

_____

_____ Division Engineer

_____ Bridge Engineer

_____ Construction or Maintenance Engineer

_____ Engineer, County and City Relations

_____ State Highway Engineer

8-8-1947

SWEET HOME (16TH ST. & H ST.)
GRADING & PAVING PROJECT
SWEET HOME
CO. ROAD
CITY LIMITS
SANTIAM
N. END OF CONTRACT
STA. 0+21
S. END OF CONTRACT
STA. 26+53

UNIT A

UNIT B

RIVER

HIGHWAY

STREET

SWEET HOME

Sketch Map

BROWNSVILLE & SWEET HOME

PAVING PROJECTS

Brownsville
$250,000 Issued
(1948)

UNIT A

Halsey

S. Santiam River

HIGHWAY

SWEET HOME

UNIT B

Halsey

STATE HIGHWAY DEPARTMENT

Sketch Map

BROWNSVILLE & SWEET HOME

PAVING PROJECTS

LINN COUNTY

Scale 1" = 2 Mi.

327-4001 Dallas, Independence & West Salem grading and paving.

#7031 1948

September 15, 1949

250

Mr. W. Blackley
City Recorder
Dallas, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3031 with Warren North West Inc. for constructing asphaltic concrete wearing surface on River Road from Laverne Street to the west city limits was completed December 1, 1948, and accepted by the Highway Commission on April 11, 1949.

Under the terms of the agreement between the Highway Commission and the City of Dallas, dated June 11, 1948, the City assumes the maintenance of and continues jurisdiction over the above city street as of the date of completion, December 1, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
J. F. HA[illegible]N

JWC:MH
cc: Mr. Hollis S. Smith, Mayor

NOTED
Harold C. Ayers

Form A-180—6M—12-46

NOTED
J. W. CATTRALL

INVOICE

OREGON STATE HIGHWAY COMMISSION

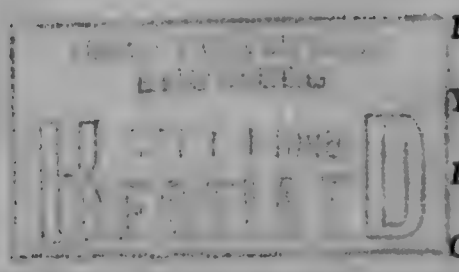
SALEM, OREGON

Invoice No. 14257

Date July 12, 1948

City of Independence
Independence, Oregon

Attention: City Recorder



Your Req. No.

Billing Request No. 62-2

Credit distribution: 327-4[illegible]

City share of total cost of 1948 $250,000 City Allotment Project
as per Cooperative Construction Agreement dated June 10, 1948
Work performed under Contract No. 3031

	Advance Deposit	3,000.27
Agreed City Share	To be refunded	3,000.27 0.00

NOTED
Harold C. [illegible]

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $ ———

By DBS

State Printing Dept. 27544

Form A-186—5M—12-40

NOTED
J. W. CATTRALL

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

Invoice No. 14258

Date July 12, 1940

Your Req. No.

Billing Request No. [illegible]

Credit distribution: [illegible]

City of Salem
Salem, Oregon

Attention: W. Blackley
City Recorder

City share of total cost of 1940 $250,000 City Allotment Project
as per Cooperative Construction Agreement dated June 11, 1940.
Work performed under Contract No. 3033

Advance Deposit	3,000.00
Agreed City Share	3,000.00
To be refunded	0.00

NOTED

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $_____

By _____

State Printing Dept. 27944

Form A-150—5M—12-46

NOTED
J. W. CATTRALL

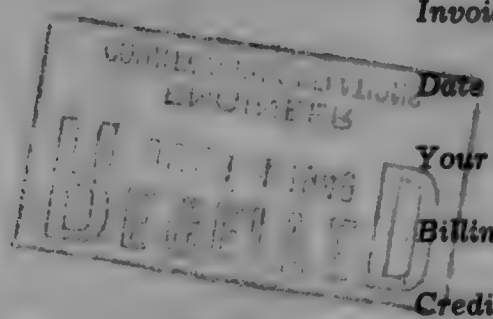
INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

City of West Salem
West Salem, Oregon

Attention: City Recorder



Invoice No. 14256

Date July 12, 1948

Your Req. No.

Billing Request No. 2-3

Credit distribution: [illegible]

City share of total cost of 1948 $250,000 City Allotment Project
as per Cooperative Construction Agreement Dated June 11, 1948.
Work performed under Contract No. 3031.

	Advance Deposit	16,054.47
Agreed City Share		16,054.47
	To be refunded	0.00

NOTED
Harold C. Ayers

ACKNOWLEDGMENT OF FILING REQUEST

Check Received with Request: $_____

By D B Douglas

State Printing Dept. 27544

R E S O L U T I O N

WHEREAS, the City of West Salem and the State of Oregon, by and through its State Highway Commission, entered into an agreement dated June 11, 1948 and accepted by the State on June 28, relating to improvement of Seventh Street in said city, reference to which is hereby made;

AND, WHEREAS, paragraph 7 of said agreement provides:

"Apportionment of costs: The cost of construction of the project is presently estimated at $27,695, of which State will contribute $15,000 and the City shall pay to the State the sum of $12,695. In any event, it is agreed that the actual costs shall govern, and that the respective shares of the State and City will be in the proportion that the above sums to be contributed by each bear to each other.";

AND, WHEREAS, the total cost as shown on the attached "Statement of Final Costs" is $35,023.98, of which the proportionate City share is $16,054.47 rather than $12,695 as previously estimated and both State and City are willing that said sum be the final allocation of costs to City;

NOW, THEREFORE, the members of the City Council, in regular ~~or special~~ session assembled, do hereby find, declare and resolve:

1. That the City of West Salem, in addition to the previous assignment of funds, does hereby assign to the State of Oregon for credit to the State Highway fund the sum of three thousand three hundred fifty-nine and 47/100 ($3,359.47) dollars, said sum to be paid to the State as soon as the allocation of funds has been made to the City.

2. That a certified copy of this resolution be delivered to the Secretary of State, and shall constitute his authority to withhold from the City and credit to the State Highway fund said sum of three thousand three hundred fifty-nine and 47/100 dollars.

Passed and approved this 7th day of February, 1949.

R. E. Pattison
City Recorder

Walter Betzgrave
Mayor

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of West Salem at a regular or special meeting of said Council, held on the 7th day of February, 1949, and the above copy is a true and correct copy of this original and of the whole thereof.

Dated this 7th day of Feb, 1949.

R. E. Pattison
City Recorder

1/24/49

STATEMENT OF FINAL COSTS

Seventh Street (Fremont) - West Salem — Contract No. 3031 - Unit "C"

Preliminary Engineering $ 651.86

Contract Items	Quantity		Unit Price	Total	
Struct. Excav., unclass.	200	c.y.	$2.75	$ 1,375.00	
General " "	870	c.y.	1.80	1,566.00	
Galv. Culvert Pipe	129	l.f.	1.10	141.90	
8" Sewer Pipe	138	l.f.	1.35	186.30	
12" " "	591	l.f.	2.00	1,182.00	
15" " "	591	l.f.	2.60	1,536.60	
18" " "	483	l.f.	3.40	1,642.20	
Type 'B' Manholes	3	only	200.00	600.00	
Conc. Catch Basins	8	only	75.00	600.00	
Conc. Curbs	115.62	c.y.	45.00	5,202.90	
3"-0" Mat'l. in Base	1639	c.y.	2.75	4,507.25	
3/4"-0" " " " & Shldrs.	271	c.y.	3.50	948.50	
Class 'B' Asph. Conc.	1505.44	tons	8.50	12,796.24	32,284.89
Construction Engineering					2,087.13
TOTAL COST					$35,023.92

City's share as per agreement: 12,695/27,695 = $16,054.47

State's share as per agreement: 15,000/27,695 = $18,969.45

City's Share		$16,054.47
Cash Paid State	$7,245.00	
Assigned as per Agreement, 1948	$5,450.00	$12,695.00
BALANCE DUE		$ 3,359.47

INDEPENDENCE

	Items	Estimated Quantities		Quantities Used
1.	Struct. Excav., unclass.	30	c.y.	26.9
2.	General " "	950	c.y.	950
3.	Short Overhaul	2400	yd. sta.	2400
4.	Long "	4-C	yd. sta.	4
5.	8" Sewer Pipe	50	l.f.	--
6.	12" " "	70	l.f.	111
7.	Adjust. Catch Basins	3	only	--
8.	" Manholes	2	only	4
9.	Conc. Catch Basins	2	only	2
10.	3"-0" Mat'l. in Base	800	c.y.	797.5
11.	3/4"-0" " " " & Shoulders	300	c.y.	290
12.	Sprinkling	30-M	gal.	7.2
13.	Prep. of Base.	0.25	mile	0.25
14.	Furn. & place Aggregates	280	c.y.	275.
15.	Class 'B' Asph. Conc.	610	tons	604.5
16.	Furn. and place 151-200 Asph.	22	tons	23.39

RECEIVED
APR 21 1949
FOR FILING

Files

327-4001

3030

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 20, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	4947	3031	7-final	Warren Northwest, Inc.	1,719.30	348367	ok. gl
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Acceptance is on file with us and time extension without penalty.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD

4-20-49 gl

Approved _____
Secretary

RECEIVED
MAR 22 1949
FOR FILING

327-4001

3031

March 22, 1949

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that State Highway Contract No. 3031, for paving on the Dallas, Independence and West Salem Sections in Polk County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $1719.30 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $57,111.37, and that no force account work was performed on the project. This contract was completed December 1, 1948 but has not as yet been accepted by the Highway Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
3-22-49

RECEIVED
MAR 8 1949
FOR FILING

327-4001

3931

March 8, 1949

W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 3931, for paving on the Dallas, Independence and West Salem Sections in Polk County. This payment, in the amount of $886.59, will be made on or after March 18, 1949. The retained percentage is $1,714.08.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD

3-8-49 G.

Form B-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 26, 1949

Section Dallas-Independence-West Salem — Kind of work Paving

Highway City Streets — Section prefix 327-4001

Contractor Warren Northwest Inc. — Contract number 3031

Date of Contract June 29, 1948 — Date of completion Oct. 15, 1948

Date work started July 9, 1948 — Estimated date of completion Oct. 15, 1948

Amount of contract . . . . . $56,219.00 — Per cent of time elapsed 102.48 %

Estimated cost of completed project, exclusive of engineering $57,136.15

Per cent of contract completed, based on total contract price . . . . . 101.63 %

Engineering cost to date $3,679.14, 109.07 % — Date project was completed December 1, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

O'Neil worked on this project four days this week on profile and last minute details of getting Semi Final data ready for transmital to Division Office Friday.

RECEIVED
FEB 28 1949
DIVISION ENGINEER
DIVISION 2

Signed J. F. McGee

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	rain		
Tuesday	rain		
Wednesday	cloudy		
Thursday	fair		
Friday	fair		
Saturday			

2-2-49

RESOLUTION #294

WHEREAS, the City of Independence and the State of Oregon, by and through its State Highway Commission, entered into an agreement dated June 10, 1948 and accepted by the State on June 28, relating to improvement of Main Street in said city, reference to which is hereby made;

AND, WHEREAS, paragraph 6 of said agreement provides:

"Apportionment of costs: The cost of construction of the project is presently estimated at $10,555 of which State will contribute $8,530 and the City shall pay to the State the sum of $2,025. In any event, it is agreed that the actual cost shall govern, and that the respective shares of the State and City will be in the proportion that the above sums to be contributed by each bear to each other.";

AND, WHEREAS, the total cost as shown on the attached "Statement of Final Costs" is $16,060.64, of which the proportionate City share is $3,081.27 rather than $2,025 as previously estimated and both State and City are willing that said sum be the final allocation of costs to City;

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the City of Independence, in addition to the previous assignment of funds, does hereby assign to the State of Oregon for credit to the state highway fund the sum of one thousand fifty-six and 27/100 ($1,056.27) dollars, said sum to be paid to the State as soon as the allocation of funds has been made to the City.

2. That a certified copy of this resolution be delivered to the Secretary of State, and shall constitute his authority to withhold from the City and credit to the state highway fund said sum of one thousand fifty-six and 27/100 dollars.

Passed and approved this 2nd day of February, 1949.

HAROLD R. ENGBLOM
City Recorder

R. SPENCER
Mayor

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Independence at a regular or special meeting of said Council, held on the 2nd day of February, 1949 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 2nd day of February, 1949.

Harold R. Engblom
City Recorder

1/24/49

STATEMENT OF FINAL COSTS

Main Street - Independence — Contract No. 3031 - Unit "B"

Preliminary Engineering — $ 329.86

Contract Items	Quantity	Unit Price	Total	
Struct. Excav., unclass.	26.9 c.y.	$ 4.00	$ 107.60	
General " "	950 c.y.	1.75	1,662.50	
Short Overhaul	2400 yd. sta.	.03	72.00	
Long "	4-C.y. sta.	1.00	4.00	
12" Sewer Pipe	111 l.f.	2.10	233.10	
Adjust Manholes	4 only	60.00	240.00	
Conc. Catch Basins	2 "	75.00	150.00	
3"-0" Mat'l. in Base	797.5 c.y.	2.75	2,193.13	
3/4"-0" " " " & Shldrs.	290 c.y.	4.10	1,189.00	
Sprinkling	7.2-M gal.	3.50	25.20	
Prep. of Base	0.25 mile	500.00	125.00	
Furn. & place Aggs.	275 c.y.	5.50	1,512.50	
Class 'B' Asph. Conc.	604.5 ton	10.00	6,045.00	
Furn. & place 151-200 Asph.	23.39 ton	52.00	1,216.28	$14,773.31
Construction Engineering				923.47
		TOTAL.....		$16,060.64

City's share as per agreement: 2025/10555 X 16,060.64 = $ 3,081.27

State's share as per agreement: 8530/10555 X 16,060.64 = $12,979.37

City's share	$3,081.27
Assigned as per agreement, 1948	2,025.00
BALANCE DUE....	$1,056.27

RECEIVED
FEB 2 1949
FOR FILING
327-4001
3031

February 1, 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 31, 1949, had under discussion your request for extension of time on three contracts, as follows:

Contract No. 3010, covering the Oregon City-Barlow Section of the Pacific Highway East in Clackamas County, for an extension of time of 90 days, from November 30, 1948 to March 1, 1949.

Contract No. 3031, for paving on Dallas, Independence and West Salem Portion in Polk County, for an extension of time of 47 days, from October 15 to December 1, 1948.

Contract No. 3068, for resurfacing on the Halsey-Brownsville Section of Halsey-West Linn Secondary Highway in Linn County, for an extension of time of 7 days, from October 15 to October 22, 1948.

I am pleased to inform you that the Highway Commission granted your above requests without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. G. Smith
Secretary

el

cc: F. D. Mavon,
Division Engineer

A. G. Shelton,
Division Engineer

NOTED ON CARD
2-1-49 R

January 27, 1949

Mr. W. Hockley
City Recorder
Baker, Oregon

Dear Sir:

Enclosed for your information is a statement of final costs for the Hibbard Avenue project in the City of Baker.

An agreement signed by the City on June 15, 1948 assigns $3,000, the City's share of this project, to the State Highway Commission from the City's 1949 State Tax Street Fund.

When the Secretary of State issues this assignment, the terms of the Cooperative Consideration Agreement will be considered met.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

FC:ml
Encl.

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

STATEMENT OF FINAL COSTS

Kilcoyle Avenue - Paving — Contract No. 2011 - Unit "1"

Preliminary Engineering			$ 745.86
Contract Items			
Class "B" Asphaltic Concrete	1199.39 tons	$8.50 per ton	$10,194.82
Construction Engineering			$ 329.32
		TOTAL.....	$11,270.00

City's share as per agreement - $3,000.00

State's share as per agreement - $8,270.00

RECEIVED
JAN 19 1940
FOR FILING
327-4001
303/

January 16, 1940

Request for extension of time
No. 3
January 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

I attach hereto copy of a request from Warren Northwest, Inc. for an extension of time on Unit Contract No. 3231 for paving of city streets in Dallas, Independence, and West Salem, from October 15, 1940 to December 1, 1940.

The first two portions of this contract were completed well within the time limit, but wet weather conditions delayed the last Salem unit, necessitating a request for the extension.

I would recommend that this be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Independence, Polk County.

Streets Proposed for Repair or Maintenance: First street, from a point 125' South of the curb line on Monmouth street South to a point 15 ft. south of the north curbline on "D" Street 180 ft. Length

Type of Repairs or Maintenance: Paving, 1st. St. by placing asphaltic concrete, varing in depth from 1in. on east side of street to 4" depth on west side of street, and using crushed material on west side of street for base 4" depth, to eliminate 16" curb on west side of street

Length in Feet or Miles and Widths in Feet: 180 ft. length

ESTIMATE OF COSTS

Amount

Grading, Cu. Yds. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Culvert Pipe, Lin. Ft. _____ at _____ Cu. Yd. $_____

Surface Materials Base:

Size 2" – Kind C. Gravel Cu. Yds. 260 at 3.00 Cu. Yd. $ 780 00

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Surface Materials Top:

Size _____ Kind _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Asphalt Oil Mat: Specification _____ No. of Sq. Yds. _____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Kind _____ Tons _____ at _____ Ton $_____

Crushed Rock or Gravel in Oil Mat:

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Size _____ Cu. Yds. _____ at _____ Cu. Yd. $_____

Sprinkling:

M-Gals. _____ at _____ M-Gal. $_____

Amount

Pavement Patching:

Asphaltic Concrete: Tons 190 at 9.00 Ton $ 1710.00

Bridges: _____

_____ $_____

Miscellaneous Items: removing old concrete driveways 15 sq yds @ 3.00 per sq yd.

_____ $ 45.00

Cost of Project: 2535.00

Plus Engineering and Contingencies: 255.00

Total: $ 2790.00

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $_____

_____ % City Amount $_____

Total $_____

City Will Pay for City's Share of Work as Follows: _____

Materials for Project Will be Obtained as Follows: crushed rock base from local gravel plant crushed rock for asphaltic concrete from local gravel plant Asphalt from Oil Company.

Statement as to Street Conditions and Residential or Industrial Development:

Present pavement in fair condition, west side of street curb excessively high. New buisness establishments being constructed on both sides of street, traffic -automobile City and farm, logging trucks hauling logs to dump in river also pass over street going thru city. No unusual new logging development or residential areas served. When new bridge is built across Willamette River this street will serve as connection from bridge to buisness district of city.

RECOMMENDATIONS

_____

_____

_____

_____ Division Engineer

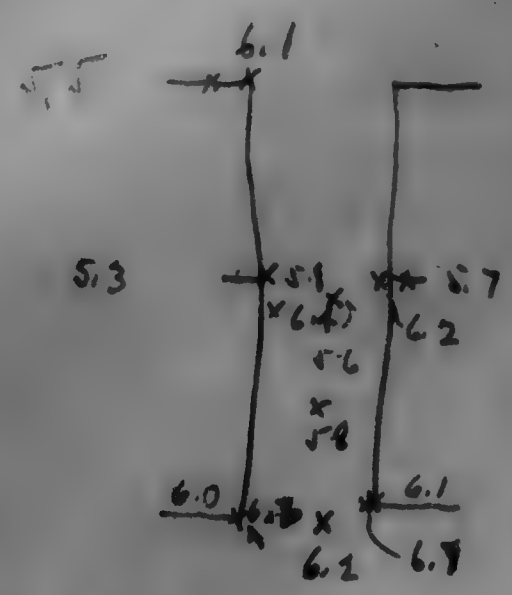
_____ Bridge Engineer

_____ Construction or Maintenance Engineer

_____ Engineer, County and City Relations

_____ State Highway Engineer

8-8-1947



West side of Street

15' width Base Rock

6" Depth at curb to 2" at ½ width of street for 100 ft.

Tearing out existing concrete Driveways on West side of street 7' x 15'

495 sqyd 2" in thickness

495 sq yds average depth 2"

495 sq yds 4" depth

108 lbs per 1" per sq yd.

90 sq yds at intersection "D" St. average 1" depth

Total Tons Asphaltic Conc. 190 @ $9 $1710

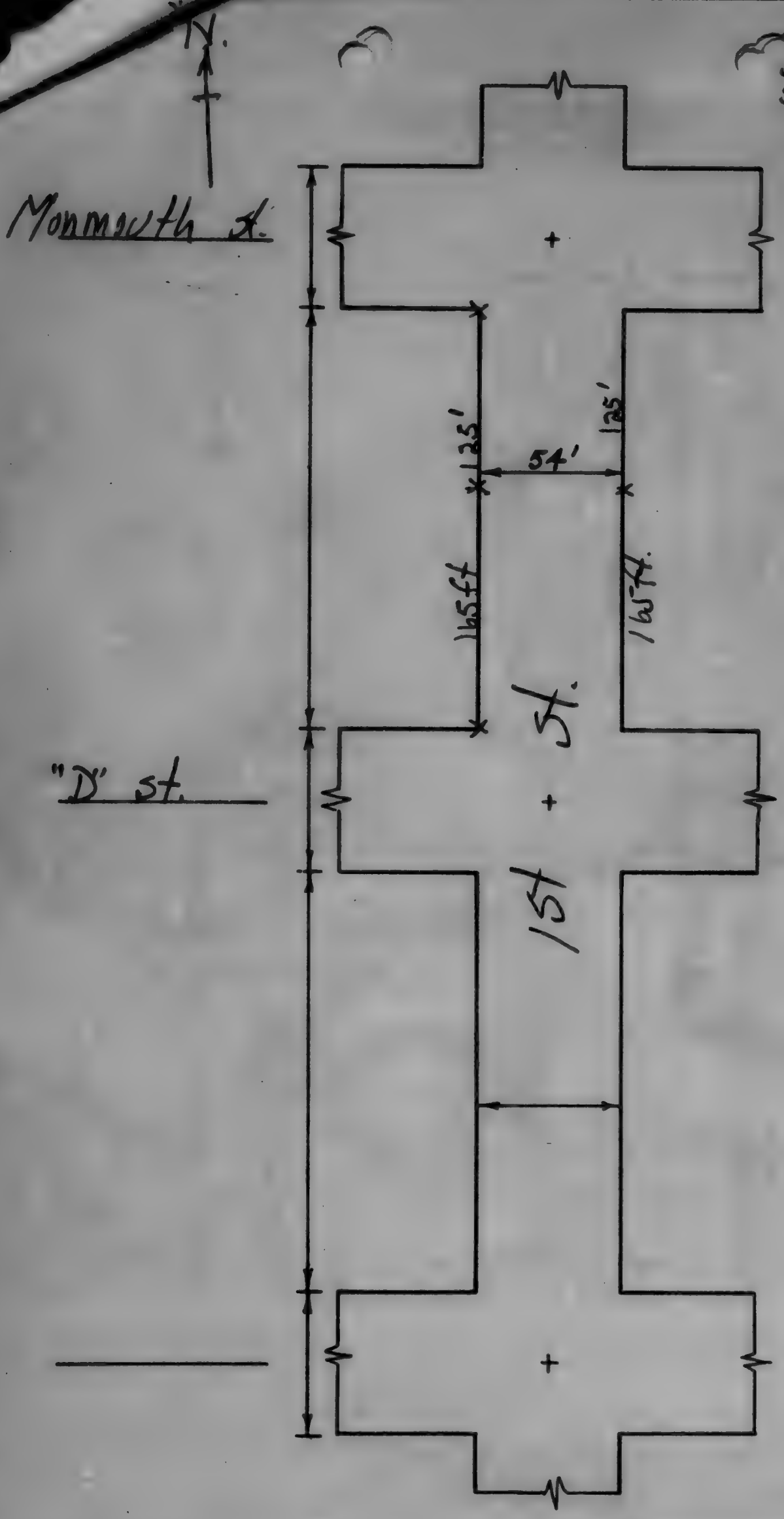
Base Rock West side of street for leveling Course
average 4" Depth for 100 sq yds 260 cuyds
@ $3.00 $780

Removing old Conc. Driveways 15 sq-yds @ $3 $45

Plus 10% Eng + Inst

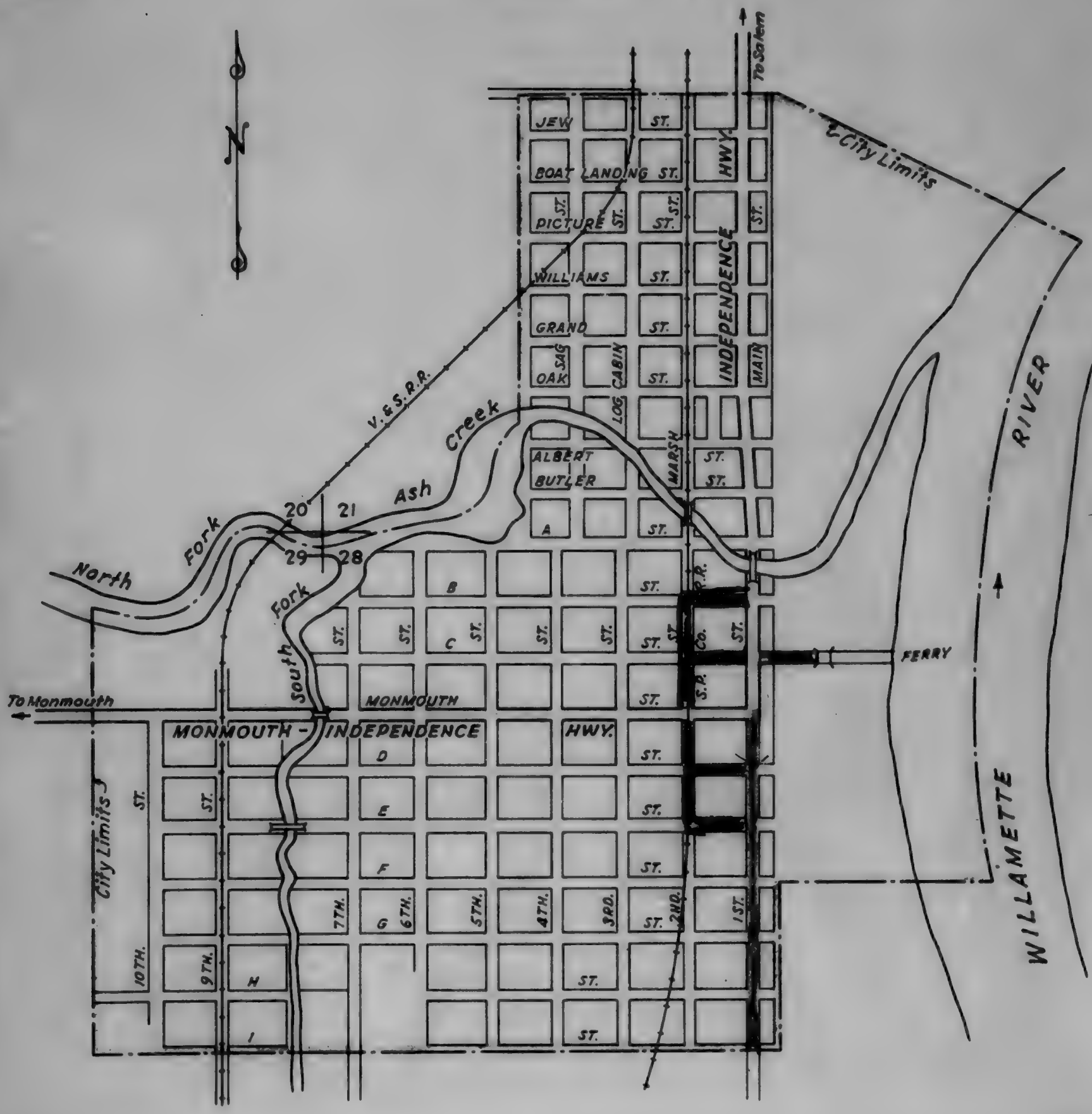
2580
255
2790

City _____
Street _____
Sheet ____ of ____



INDEPENDENCE

Scale 1"=800'



Expenditures

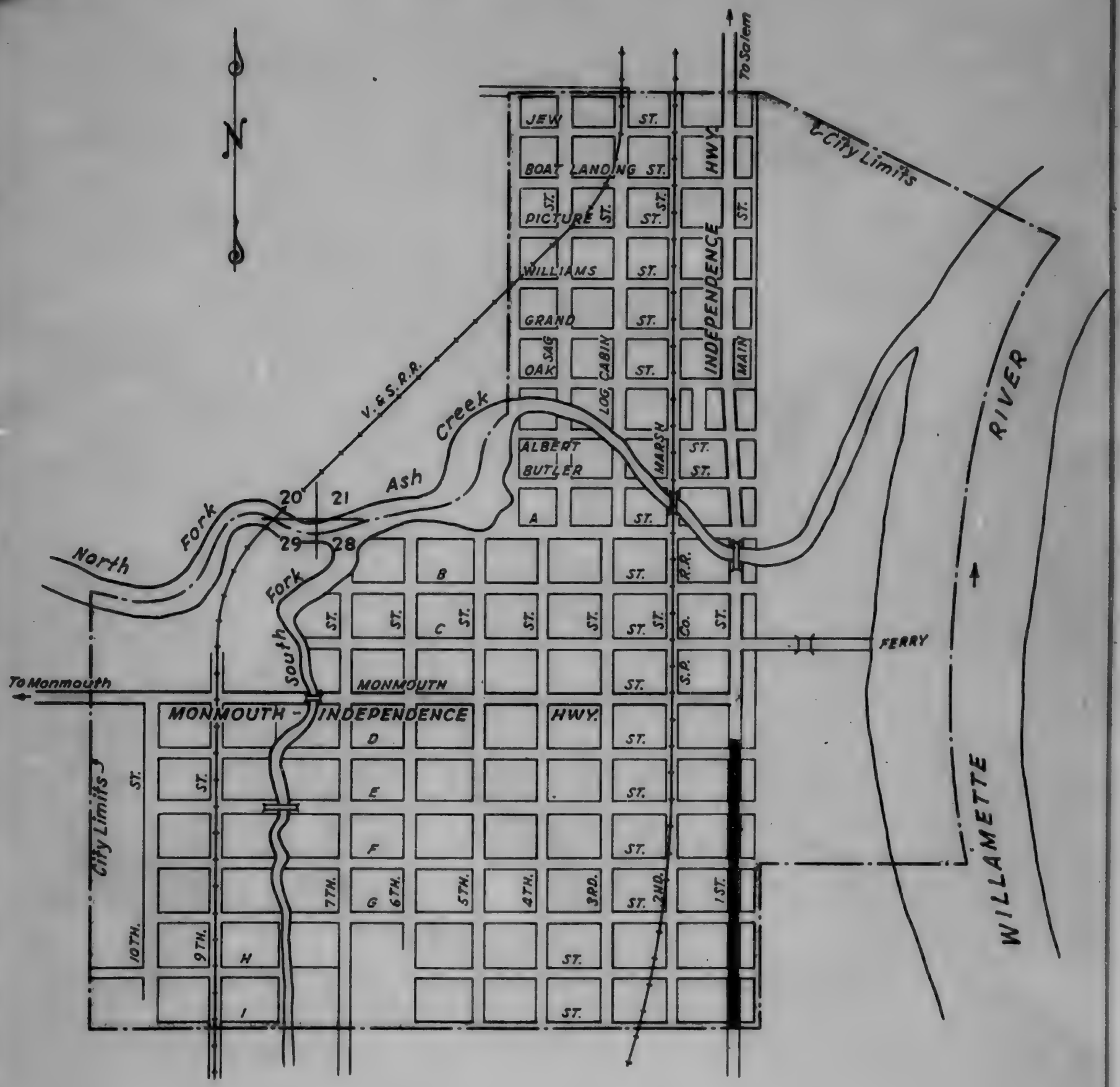
Year	'42	'43
$	$52.63	$37.31

— 1942 Est. $529

— 1943 Est. $529

INDEPENDENCE

Scale 1"=800'



3579.-Polk

INFORMATION AND ESTIMATE FORM

YEAR 1948

STATE TAX STREET FUND (1947 ACT - $250,000)

City Dallas

Streets Proposed for Repair or Maintenance: River Road and Glendale Aves. from city limits to Dallas-Coast Hwy.

Type of Repairs or Maintenance: Patch and reseal .36 miles using O-11; Asphaltic Concrete 10" and base on .22 miles; Reseal and patch using O-300 on .4 miles; Control Culverts and drainage.

Length in Feet or Miles and Widths in Feet: .98 miles - 20' wide

ESTIMATE OF COSTS

				Amount
Grading, Cu. Yds.		at	Cu. Yd.	$
Culvert Pipe, Lin. Ft.	80'	at 2.80	Lin. Ft.	$ 224.00
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$
Culvert Pipe, Lin. Ft.		at	Cu. Yd.	$

Surface Materials Base:

Size 3"-0	Kind Rock	Cu. Yds. 160	at 1.25	Cu. Yd.	$ 200.00
Size 3/4"-0	Kind C.R	Cu. Yds. 80	at 2.50	Cu. Yd.	$ 200.00

Surface Materials Top:

Size 3/4"	Kind C.R	Cu. Yds. 300	at 2.50	Cu. Yd.	$ 750.00

Asphalt Oil Mat: Specification O-11 No. of Sq. Yds.

Kind B-11	Tons 58 3/4 mile	at 66.00	Mile Ton	$ 3828 2376.
Kind O-30	Tons 4 "	at 1600	Ton	$ 640.
Kind	Tons	at	Ton	$

Crushed Rock or Gravel in Oil Mat:

Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$
Size	Cu. Yds.	at	Cu. Yd.	$

Sprinkling:

M-Gals. at M-Gal. $

Amount

Pavement Patching:

Asphaltic Concrete: Tons 433 at 10.00 Ton $ 4330.

Bridges: _____ $_____

Miscellaneous Items: Shoulder work and drainage ditching Plans & Specs. $ 500.00

Cost of Project: 6672 9220.00

Plus Engineering and Contingencies: 672 922.

Total: 7344 10142.00

APPORTIONMENT OF COSTS

_____ % State Only Amount $_____

_____ % State Amount $ 8267.00

_____ % City Amount $ 1875.00

Total $ 10142.00

City Will Pay for City's Share of Work as Follows: Furnish and install Culverts: Furnish rock in lieu and leveling course and shoulders to ditching and shoulder work

Materials for Project Will be Obtained as Follows:

Statement as to Street Conditions and Residential or Industrial Development: Extreme heavy hauling. logs & rock.

RECOMMENDATIONS

_____

_____

_____

_____ Division Engineer

_____ Bridge Engineer

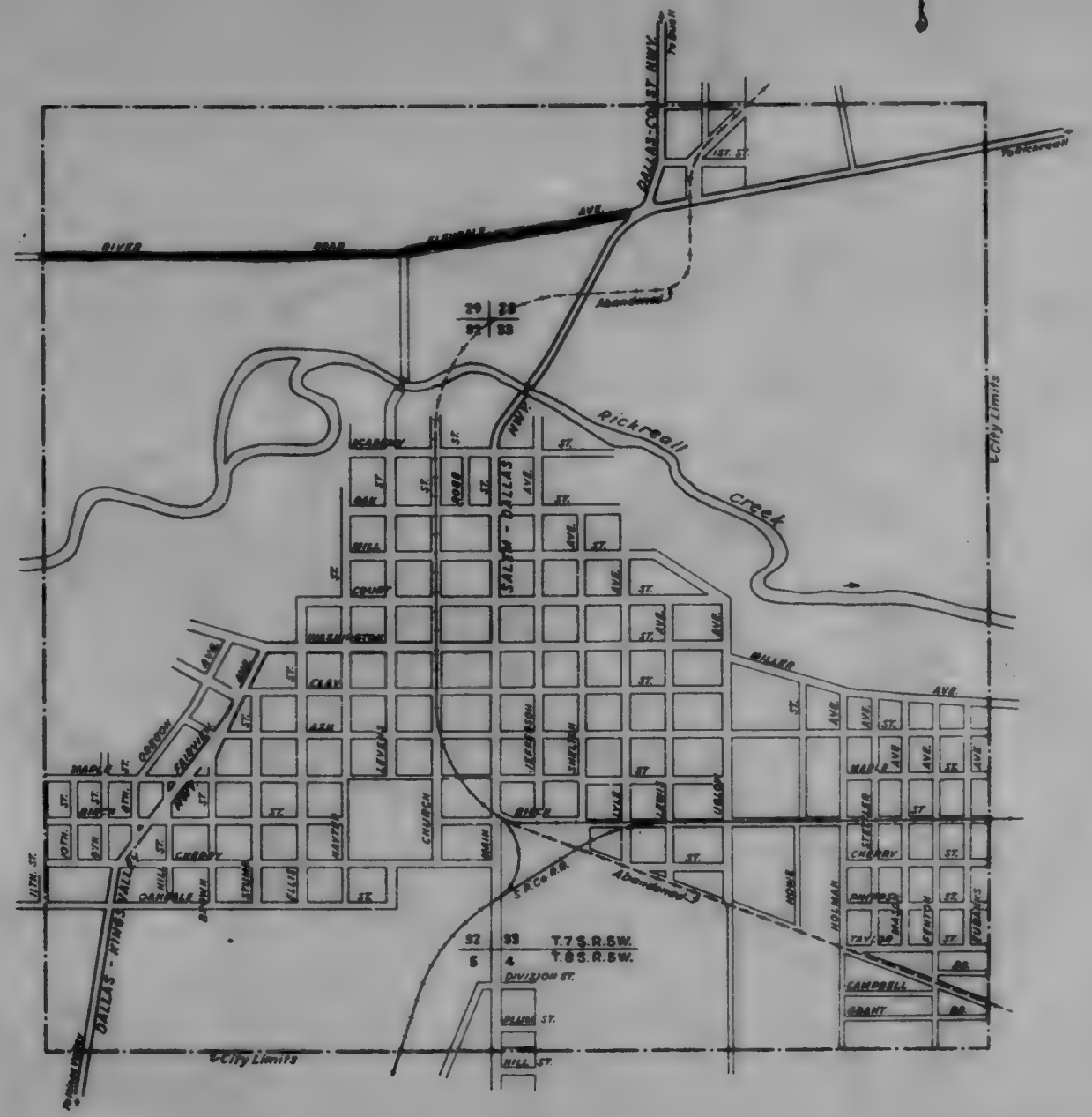
_____ Construction or Maintenance Engineer

_____ Engineer, County and City Relations

_____ State Highway Engineer

8-8-1947

DALLAS


N
DALLAS-COLLEGE HWY.
To Dickson
1ST. ST.
RIVER ROAD
FLORENCE AVE.
Abandoned
29 28
32 33
Rickreall creek
City Limits
SALEM - DALLAS HWY.
ASH ST.
MAPLE ST.
OAK ST.
ELM ST.
CHERRY ST.
MILLER AVE.
CHURCH
MAPLE
HOLMAN
CAMPBELL
GRANT
S.P.Co.R.R.
Abandoned
32 33 T.7 S.R.5W.
5 4 T.8 S.R.5W.
DIVISION ST.
PLUM ST.
HILL ST.
DALLAS - FALLS
City Limits

RECEIVED
DEC 20 1948
FOR FILING

327-4001

3031

December 17, 1948

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you of the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3031 for the Dallas, Independence and West Salem Section in Polk County. This payment, which is in the amount of $16,635.36, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,686.66. The present payment to the contractor will be made on or after December 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
12-17-48 8

RECEIVED
OCT 1951
FOR FILING

327-4001
3031
760
761

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1948

327-4001

SUBJECT:

To: Mr. J. F. McGee
Resident Engineer
Office

COPY

L

Dear Sir:

Herewith correspondence from the City Attorney of Independence, through our Construction Department, complaining about the lack of clean-up by the contractor on the Independence city contract of Warren Northwest.

I noted today, as mentioned to you, that they had made some repairs to certain surface failures in the way of patches but I did not pay any attention to the other matters mentioned in this letter. Would you please look the job over before you release the contractor and have him clean up in accordance with our usual practice. Please advise when this work has been completed in a satisfactory manner.

Yours very truly,

F. D. EASON
Division Engineer

FDE:AM
cc Mr. H. G. Smith

FORM E-00X 15M 8-00 40301

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1948

SUBJECT:

To: Mr. F. D. Eason
Division Engineer
State Highway Department
O f f i c e

C
O
P
Y

Dear Sir:

Herewith a copy of a letter from Fred W. Calef, City Attorney of the City of Independence, complaining about the condition in which South Main Street was left after the completion of the Warren Northwest contract.

Will you kindly investigate this matter and take such action as may be necessary, and advise this office of your action or recommendations.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

OREGON STATE HIGHWAY C

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:

TO:

ASSIGNMENT No. 2165

WCM

DESCRIPTION: Letter from Glaisyer to Fred Calef, Independence, regarding paving on S Main Street in Independence.

DATE: Sept. 20, 1948 ASSIGNED TO: H. G. Smith

- ☑ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____
- ☐ _____

REPORT RECEIVED: File Check 8-24-51 mm

REMARKS:

ASSIGNMENT No. 761
WBH

DESCRIPTION: Letter from Fred W. Calef, city attorney of Independence, to Com. & copy of Glaisyer's reply re condition of S. Main Street

DATE: September 28, 1948 ASSIGNED TO: H. G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED:

REMARKS: File closed
8-24-51
mwe

RECEIVED
SEP 25
FOR FILING

327-4001

3.21

September 28, 1948

Mr. Fred W. Gelaf
City Attorney
City of Independence
Independence, Oregon

Dear Mr. Gelaf:

I am referring to Mr. R. H. Baldock, State Highway Engineer, for investigation and such action as he deems necessary, your letter of September 20, 1948, regarding the condition in which the State Highway Commission's contractor for paving on South Main Street in the City of Independence left his work.

You probably will hear from Mr. Baldock shortly regarding the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. R. H. Baldock
Mr. W. C. Williams

CITY OF INDEPENDENCE

INDEPENDENCE, OREGON

September 20, 1948.

OFFICE OF THE MAYOR

State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer, Secretary.

Dear Sirs:

The City Council here has been receiving numerous complaints about the condition in which the street and parkings were left after the Warren Northwest Company completed the paving of South Main Street some time ago.

We have complaints of a large pile of gravel left in the center of G Street, dirt piles left on parkings and broken curbings.

Since the contract required the contractor to do clean up work, we wish to call this condition to your attention and would recommend that final settlement with the contractor and its bonding company be postponed until a proper clean up job is done.

Very truly yours,

Fred W. Coley

City Attorney.

FWC:LB

RECEIVED
SEP 23 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1948
FOR FILING

COMMISSIONERS
V. G. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

327-4001
3031

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 4, 1948

Mr. R. E. Pattison
City Recorder
West Salem, Oregon

Dear Sir:

Under separate cover, I am forwarding to you a copy of Contract No. 3031, between the Oregon State Highway Commission and Warren Northwest, Inc., covering the cooperative project on Fremont Street in your city. This copy of the contract is for the city's information and file.

A break-down of the expected ultimate cost is as follows:

Contract amount	$31,129.50
Engineering and contingencies (10%)	3,112.95
Survey	675.00
Expected ultimate cost	$34,917.45

It will be noted that the expected ultimate cost is $7,222.45 higher than the $27,695.00 total estimated in paragraph 7 of the Option for Cooperative Construction Project. The City of West Salem's share of the estimated overrun as set forth in said paragraph 7 is $3,310.67, and the State's share $3,911.78.

The above figures are for your advance information. However, no adjustments will be made until the project has been completed and the actual costs have been determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JFH:ms

cc Mr. W. C. Williams
Mr. F. D. Mason
Mr. M. H. Hembe

RECEIVED
AUG 9 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND.
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

327-4001
3031

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 4, 1948

Mr. Robert W. Baker
City Recorder
Independence, Oregon

Dear Sir:

Under separate cover, I am forwarding to you a copy of Contract No. 3031, between the Oregon State Highway Commission and Warren Northwest, Inc., covering the cooperative project on Main Street in your city. This copy of the contract is for the city's information and file.

A break-down of the expected ultimate cost is as follows:

Contract amount	$14,889.50
Engineering and contingencies (10%)	1,488.95
Survey	425.00
Expected ultimate cost	$16,803.45

It will be noted that the expected ultimate cost is $6,248.45 higher than the $10,555.00 total estimated in paragraph 6 of the Option for Cooperative Construction Project. The City of Independence' share of the estimated overrun as set forth in said paragraph 6 is $1,198.78, and the State's share $5,049.67.

The above figures are for your advance information. However, no adjustments will be made until the project has been completed and the actual costs have been determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JW:mm

cc Mr. W. C. Williams
Mr. F. D. Mason
Mr. M. H. Hawks

RECEIVED
AUG 18 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

327-4001
3031

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

August 4, 1948

Mr. W. Blackley
City Recorder
Dallas, Oregon

Dear Sir:

Under separate cover, I am forwarding to you a copy of Contract No. 3031, between the Oregon State Highway Commission and Warren Northwest, Inc., covering the cooperative project on Ellendale Avenue in your city. This copy of the contract is for the city's information and file.

A break-down of the expected ultimate cost is as follows:

Contract amount	$10,200.00
Engineering and contingencies (10%)	1,020.00
Survey	600.00
Expected ultimate cost	$11,820.00

It will be noted that the expected ultimate cost is $553.00 higher than the $11,267.00 total estimated in paragraph 6 of the Option for Cooperative Construction Project. The City of Dallas' share of the estimated overrun as set forth in said paragraph 6 is $147.24, and the State's share $405.76.

The above figures are for your advance information. However, no adjustments will be made until the project has been completed and the actual costs have been determined.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JWH:mm

cc Mr. W. C. Williams
Mr. F. D. Mason
Mr. M. H. Hawks

RECEIVED
AUG 4 - 1948
FOR FILING

127-4001

3031

August 3, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts No. 3030, 3031 and 3035 which were awarded to you by the State Highway Commission, as follows:

Contract No. 3030, covering Brownsville and Sweet Home Section in Linn County, awarded June 29, 1948.

Contract No. 3031, covering Dallas, Independence and West Salem Section in Polk County, awarded June 29, 1948.

Contract No. 3035, covering the Middle Grove-Fielding River Section of the Silverton County Road in Marion County, awarded July 7, 1948.

These copies are for your records and files.

An executed copy of each of these contracts is being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encls. 3

West Salem
$250,000 Issue
(1948)

Salem, Oregon
August 3, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query

Dear Sir:

I am handing you herewith Claim and Warrant No. 896, from the City of West Salem, signed by R. E. Pettisen, Recorder, and countersigned by Walter Musgrave, Mayor.

This warrant is for the amount of $7,245.00, the amount due the State Highway Commission as per the agreement dated June 11, 1948 between the City of West Salem and the State Highway Commission, which agreement was prepared in connection with the cooperative project in West Salem from the $250,000 special State Tax Street Fund.

This warrant is being handed to you for further handling.

Very truly yours,

C. H. Armstrong
Engineer, County and City Relations

By

Harold C. Ayers
Assistant Engineer

NOTED
C. H. ARMSTRONG

mc

Encl.

NOTED
J. F. HAGEMANN

NOTED
JOHN W. CATTRALL

RECEIVED
AUG 5 - 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

327-40a1
3031

July 8, 1948

NOTED
H. B. GLAISYER

Mr. R. E. Pattison
City Recorder
West Salem, Oregon

Dear Sir:

The State Highway Commission, at its regular meeting of June 29, 1948, received a successful bid for the project on "Seventh Street" in your city.

Your attention is invited to paragraph 9 of the "Option for Cooperative Construction Project," dated June 11, 1948, which was mailed to you by Mr. H. B. Glaisyer July 1, 1948.

This letter serves as a notification that the payment of $7,245.00 is now due. Payment should be made by certified check made payable to THE OREGON STATE HIGHWAY COMMISSION and forwarded to Mr. H. B. Glaisyer, Secretary, Oregon State Highway Commission, Salem, Oregon.

Respectfully yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
C. H. Armstrong
Engineer, County and City Relations

JWC:me

cc Mr. H. B. Glaisyer

Mr. Walter Musgrave, Mayor
West Salem

RECEIVED
JUL 12 1948
FOR FILING

COPY FOR MR. Williams
H. B. Glaisyer, Secretary

327-4001
3031

EARL T. NEWBRY

Secretary of State

Salem, Oregon

COPY

July 8, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of a signed agreement between the State Highway Commission and the City of Independence, Oregon, by which the city assigns out of monies due them from state highway revenues, the sum of $2,025.00.

This agreement has been placed on file.

Yours very truly,

EARL T. NEWBRY,
Secretary of State

By /s/ HAROLD F. PHILLIPPE

Manager,
Accounting Division

HFP:MD

IT

RECEIVED
JUL 12 1948
FOR FILING

327-4001

3031

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

EARL T. NEWBRY

Secretary of State

Salem, Oregon

COPY

July 8, 1948

NOTE
W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
State Office Building

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of a signed agreement between the State Highway Commission and the City of Dallas, Oregon, by which the city assigns out of monies due them from state highway revenues, the sum of $3,000.00

This agreement has been placed on file.

Yours very truly,

EARL T. NEWBRY,
Secretary of State

By /s/ HAROLD F. PHILLIPPE

Manager,
Accounting Division

HFP:Md

FORM A-1288 10M 5-47

Independence
#15,000 Fund
(1948)

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 7, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

RECEIVED
JUL 7 1948
ENGINEER
COUNTY & CITY RELATIONS

Dear Mr. Newbry:

Enclosed is an option executed by the City of Independence covering a cooperative construction project on a city street and a state highway route, which project is to be financed with funds allocated by the State Highway Commission to the City of Independence from the $250,000 appropriated under the provisions of Chapter 425, Oregon Laws 1947 and referred to by the State Highway Department as the Special State Ten Street Fund.

You will note that the estimated cost of the project is $10,535, of which the sum of $8,530 is to be paid by the state and the balance, $2,005, is to be paid by the city. You will also note that the state is to advance the city's share of the cost in the first instance and is to be reimbursed later out of funds made available to the city under the provisions of the above-mentioned law and accruing during the year 1956.

The attached option for cooperative construction project provides for the assignment to the state for the credit of the State Highway Fund the amount of the city's share of the cost of the improvement. The State Highway Commission will appreciate it if you will recognize and honor this assignment and will pay into the State Highway Fund the amount of the city's share of the cost of the improvement as set forth in the enclosed option.

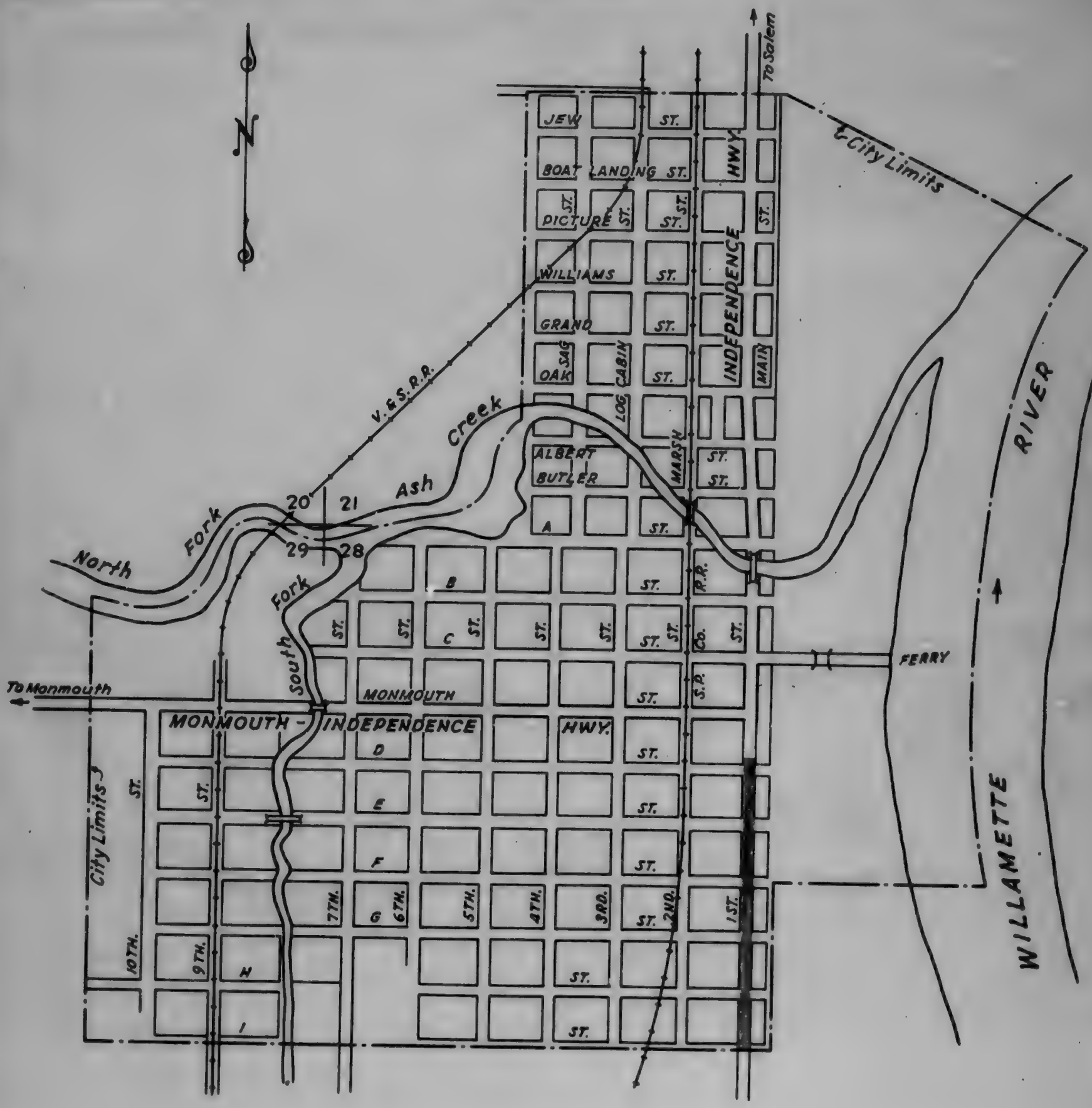
You will note that the city's share is estimated at $2,005; however, the city has agreed that the actual cost of the work shall govern, and if such actual cost exceeds the amount of the estimate, the city's share will be increased proportionately. You will be informed of the actual amount of the city's share when the work contemplated under the project has been completed.

NOTED
C. H. ARMSTRONG

NOTED
J. F. HAGEMANN

INDEPENDENCE

Scale 1"=800'



RECEIVED
JUL 8 1948
FOR FILING

327-400.1
3031

July 7, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

Enclosed is an option executed by the City of West Salem covering a cooperative construction project on a city street not a state highway route, which project is to be financed with funds allocated by the State Highway Commission to the City of West Salem from the $250,000 appropriated under the provisions of Chapter 425, Oregon Laws 1947 and referred to by the State Highway Department as the Special State Tax Street Fund.

You will note that the estimated cost of the project is $27,695, of which the sum of $15,000 is to be paid by the state and the balance, $12,695, is to be paid by the city, $7,245 from city funds and $5,450 from funds advanced by the state in the first instance. The state is to be reimbursed later for this latter amount out of funds made available to the city under the provisions of the above-mentioned law and accruing during the year 1948.

The attached option for cooperative construction project provides for the assignment to the state for the credit of the state highway fund the amount of $5,450 of the city's share of the cost of the improvement. The State Highway Commission will appreciate it if you will recognize and honor this assignment and will pay into the State Highway Fund the amount of $5,450 of the city's share of the cost of the improvement as set forth in the enclosed option.

You will note that the city's share is estimated at $12,695; however, the city has agreed that the actual cost of the work shall govern, and if such actual cost exceeds the amount of the estimate, the city's share will be increased proportionately. You will be informed of the actual amount of the city's share when the work contemplated under the project has been completed.

Will you please acknowledge receipt of this opinion and advise your attitude with respect to the assignment.

Respectfully yours,

Secretary
ILLINOIS STATE MEDICAL COMMISSION

Enclosure
JMB:ceb

cc - Mr. W. C. Williams
Mrs. E. H. Probert
Mr. E. A. Gallier
Mr. C. H. Armstrong

Dallas
$250,000 Fund
(1948)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2, 1948

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query

Dear Sir:

In connection with the City Projects ($250,000 Special Fund) awarded at the June 28 and 29 Commission meeting, certain cities have agreed to cooperate.

The name of the city, amount of cooperation, and method of payment, is summarized as follows:

City	Cash on Demand	Order on 1949 State Tax Street Fund	Total
Brownsville	$ 6,000.00	$ --	$ 6,000.00
Dallas	--	3,000.00	3,000.00
Independence	--	2,025.00	2,025.00
Sweet Home	--	5,000.00	5,000.00
West Salem	7,245.00	5,450.00	12,695.00
Total	$13,245.00	$15,475.00	$28,720.00

The above summary is forwarded for your information.

Very truly yours,

C. H. Armstrong
Engineer, County and City Relations

By

John W. Cattrall
Assistant Engineer

JWC:me

cc Mr. D. B. Taylor

RECEIVED
JUL 2 1948
FOR FILING

227-4001

3031

July 1, 1948

Mr. H. E. Pettinen
City Recorder
West Salem, Oregon

Dear Mr. Pettinen:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of West Salem, particularly covering improvement of Fourth Street from Salem-Dayton Highway easterly to Patterson Avenue, a distance of 1,600 feet.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

EMG:ro
Enc.

cc - Hon. Walter Musgrove
Mayor of the City of West Salem
West Salem, Oregon

RECEIVED
JUL 2 1948
FOR FILING

327-4001
307

July 1, 1948

Mr. Robert W. Baker
City Recorder
Independence, Oregon

Dear Mr. Baker:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Independence, particularly covering improvement of First Street from south city limits to a point approximately 150 feet north of the south lin of "J" Street, a distance of approximately 1,350 lineal feet.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

RWG:ek
Enc.

cc - Mr. J. K. Kash
Acting Mayor of the City of Independence
Independence, Oregon

RECEIVED
JUL 2 1948
FOR FILING

327-4001

3031

July 1, 1948

Mr. W. Blackley
City Recorder
Dallas, Oregon

Dear Mr. Blackley:

Enclosed for the city's records and files is an approved copy of the "Option for Cooperative Construction Project" in the City of Dallas, particularly covering improvement of River Road from Lorena Street to west city limits.

This option was approved and accepted by the State Highway Commission at its regular meeting on Monday of this week, June 28, 1948. Will you please bring this to the attention of the city council.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure
Enc.

cc - Mr. C. B. Sundberg
Acting Mayor of the City of Dallas
Dallas, Oregon

June 25, 1948

Mr. W. Blackley
City Recorder
Dallas, Oregon

Dear Sir:

I am attaching herewith a description of center line finished grades on Klondale Avenue, from Levens Street to the north city limits, or that portion of the project in Dallas which is being improved with state highway funds, together with work performed by you. This description is mainly for you to establish, by either ordinance or resolution, the correct grades on the street when finished.

I am also sending you, under separate cover, a proposal covering this contract job, which may be of interest to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

CHA:ms

Encl.

cc Mr. Hollis S. Smith, Mayor

DALLAS

ELENDALE AVENUE FROM LEVENS STREET TO CITY LIMITS

Description of Center Line Finished Grade (U.S.C.S. Datum):

Beginning at elevation 355.89, at the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 356.46, at State Highway Engineer's Survey Station 21/55, approximately 105 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 100-foot vertical grade curve to elevation 356.57, at State Highway Engineer's Survey Station 22/55, approximately 205 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 355.86, at State Highway Engineer's Survey Station 24/25, approximately 375 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 50-foot vertical grade curve to elevation 355.46, at State Highway Engineer's Survey Station 24/75, approximately 425 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 354.58, at State Highway Engineer's Survey Station 25/50, approximately 500 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 100-foot vertical grade curve to elevation 352.32, at State Highway Engineer's Survey Station 26/50, approximately 600 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 350.48, at State Highway Engineer's Survey Station 27/50, approximately 700 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale

Avenue; thence on a 100-foot vertical grade curve to elevation 348.72, at State Highway Engineer's Survey Station 28/50, approximately 800 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 347.84, at State Highway Engineer's Survey Station 29/25, approximately 875 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 50-foot vertical grade curve to elevation 347.57, at State Highway Engineer's Survey Station 29/75, approximately 925 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 50-foot vertical grade curve to elevation 347.78, at State Highway Engineer's Survey Station 30/25, approximately 975 feet westerly of the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 348.52, at State Highway Engineer's Survey Station 31/25, approximately 1,075 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 50-foot vertical grade curve to elevation 348.69, at State Highway Engineer's Survey Station 31/75, approximately 1,125 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 348.68, at State Highway Engineer's Survey Station 31/90, approximately 1,140 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 100-foot vertical grade curve to elevation 348.07, at State Highway Engineer's Survey Station 32/90, approximately 1,240 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue;

thence to elevation 347.37, at State Highway Engineer's Survey Station 33+50, approximately 1,300 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 100-foot vertical grade curve to elevation 346.77, at State Highway Engineer's Survey Station 34+50, approximately 1,400 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 346.74, at State Highway Engineer's Survey Station 35+00, approximately 1,450 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 200-foot vertical grade curve to elevation 347.99, at State Highway Engineer's Survey Station 37+00, approximately 1,650 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 348.64, at the center line of an un-named street extending northerly, where the same is intersected by the center line of Elendale Avenue, approximately 1,700 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 349.55, at the center line of an un-named street extended southerly, where the same is intersected by the center line of Elendale Avenue, approximately 1,770 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 357.83, at State Highway Engineer's Survey Station 42+50, approximately 2,200 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 300-foot vertical grade curve to elevation 360.97, at the center line of an un-named street extending northerly, where the same is intersected by the center line of Elendale Avenue, approximately 2,350 feet westerly from the center line of

Levens Street, where the same is intersected by the center line of Elendale Avenue; thence continuing on a 300-foot vertical grade curve to elevation 361.10, at State Highway Engineer's Survey Station 45/50, approximately 2,500 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 360.64, at State Highway Engineer's Survey Station 46/00, approximately 2,550 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence on a 200-foot vertical grade curve to elevation 360.12, at State Highway Engineer's Survey Station 48/00, approximately 2,750 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 360.92, at State Highway Engineer's Survey Station 50/00, approximately 2,950 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue; thence to elevation 361.72, at State Highway Engineer's Survey Station 52/00, approximately 3,150 feet westerly from the center line of Levens Street, where the same is intersected by the center line of Elendale Avenue.

6-24-48

June 18, 1948

Mr. Walter Musgrave
Mayor
West Salem, Oregon

Dear Sir:

Attached is a description of the grades of that portion of Fremont Street between Patterson Avenue and the Salem-Dayton Highway in West Salem, which is expected to be improved in accordance with a recent agreement. This was made in order that you may establish the grades by city ordinance or resolution, in accordance with that agreement.

I am also sending you, under separate cover, a profile, showing grade elevations, together with a contract proposal, which may be of interest to you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

ms

Encl.

West Salem
259 acc Trans
(1948)

WEST SALEM

FREMONT STREET BETWEEN PATTERSON AVENUE AND SALEM-DAYTON HIGHWAY

Description of Center Line Finished Grade (U.S.C.G.S. Datum):

Beginning at elevation 143.76, at State Highway Engineer's Survey Station 0/00, at the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 143.37, at State Highway Engineer's Station 1/00, 100 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 143.01, at State Highway Engineer's Survey Station 3/00, 300 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 142.64, at State Highway Engineer's Survey Station 5/00, 500 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 142.28, at State Highway Engineer's Survey Station 6/98, at the center line of Murlark Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 141.91, at State Highway Engineer's Survey Station 9/00, 900 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 141.55, at State Highway Engineer's Survey Station 11/00, 1,100 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 141.19, at State Highway Engineer's Survey Station 13/00, 1,300 feet northerly and easterly of the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 140.82, at

State Highway Engineer's Survey Station 15/00, 1,500 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street; thence to elevation 110.16, at State Highway Engineer's Survey Station 16/00, 1,600 feet northerly and easterly from the center line of Patterson Avenue, where the same is intersected by the center line of Fremont Street.

6-17-48

June 18, 1948

Mr. Elmer Bernhart, Mayor
Independence, Oregon

Dear Sir:

Attached is a description of the grades of that portion of Main Street between "E" Street and Monmouth Street in Independence, which is expected to be improved in accordance with a recent agreement. This was made in order that you may establish the grades by city ordinance or resolution, in accordance with that agreement.

I am also sending you, under separate cover, a set of plans, showing grade elevations, together with a contract proposal, which may be of interest to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

ms

Encl.

Independence
$250,000 Fund
(1948)

INDEPENDENCE

MAIN STREET BETWEEN "E" STREET AND MONMOUTH STREET

Description of Center Line Finished Grade (U.S.G.S. Datum):

Beginning at elevation 167.81, at State Highway Engineer's Survey Station 196/50, 634.37 feet southerly from the center line of the Monmouth-Independence Highway, where the same is intersected by the center line of the Independence Secondary Highway; thence to elevation 167.60, at State Highway Engineer's Survey Station 198/50, 434.37 feet southerly from the center line of the Monmouth-Independence Highway, where the same is intersected by the center line of the Independence Secondary Highway; thence to elevation 167.48, at the center line of "D" Street, where the same is intersected by the center line of Main Street; thence to elevation 167.46, at State Highway Engineer's Survey Station 199/73, 311.47 feet southerly from the center line of the Monmouth-Independence Highway, where the same is intersected by the center line of the Independence Secondary Highway; thence to elevation 167.53, at State Highway Engineer's Survey Station 201/50, 134.47 feet southerly from the center line of the Monmouth-Independence Highway, where the same is intersected by the center line of the Independence Secondary Highway.

6-17-48

Dallas
$250,000 Fund
(1948)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto are Options for Cooperative Construction Projects for the cities of Dallas, Independence, and Brownsville, setting forth certain things to be done in the respective cities with a portion of the $250,000 special State Tax Street Fund.

These agreements have been executed by the proper city officials and are ready for submission to the State Highway Commission.

Very truly yours,

O. H. Armstrong
Engineer, County and City Relations

mp

Encl.

Independence
$250,000 Fund
(1946)

FRED W. CALEF
ATTORNEY AT LAW
COOPER BUILDING
INDEPENDENCE, OREGON
TELEPHONE 29

June 10, 1948.

NOTED
C. H. ARMSTRONG

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. Harold C. Ayers, Assistant Engineer.

Dear Sirs:

You will please find enclosed six copies of an agreement entitled "Option for Cooperative Construction Project (City of Independence)" and a certified copy of Resolution No. 291 of the City of Independence authorizing the execution of this agreement.

If there is anything further you would like from the city relating to this agreement, I would be pleased to have you call upon me.

Very truly yours,

Fred W. Calef

FWC:LB
Encls. 7

NOTED
J. F. HAGEMANN

RECEIVED
JUN 11 1948
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

NOTED
Harold C. Ayers

NOTED
JOHN W. CATTRALL

RESOLUTION No. 291

A resolution of the City Council of the City of Independence, Oregon, authorizing and directing the execution of an option agreement with the State of Oregon, acting by its State Highway Commission, for the improvement of First Street (commonly known as Main Street) in said city.

Whereas, the State Highway Commission of the State of Oregon has submitted to the City of Independence a form of agreement designated "Option for Cooperative Construction Project" providing for an option by the City of Independence to the State of Oregon, acting by its State Highway Commission, for cooperative action in the improvement, construction, reconstruction, maintenance and repair of the following described street in said city:

First Street (commonly known as Main Street) from South city limits to a point approximately 180 feet North of the South line of "D" Street, a distance of approximately 1,320 lineal feet.

--and further providing that the City of Independence shall pay to the State of Oregon a sum estimated as $2,025.00 as its share of the cost of such project assigned from money to become due the City of Independence under the provisions of Chapter 425, Oregon Laws 1947, and

Whereas, it is considered to be for the best interest of said City of Independence to enter into said option agreement:

Now therefore, BE IT RESOLVED by the City Council of the City of Independence, Oregon, that the Mayor and City Recorder be and they are hereby authorized and directed to execute said option agreement on behalf of said city and to deliver the same to the Oregon State Highway Commission.

Adopted by the City Council on this 2nd day of June, 1948.

Approved by the Mayor on this 2nd day of June, 1948.

Attest:

ELMER BARNHART
Mayor.

ROBERT W. BAKER
City Recorder.

RECEIVED
JUN 11 1948
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J.F. HAGEMAN

STATE OF OREGON,)
County of Polk,) ss.
City of Independence.)

I, Robert W. Baker, hereby certify that the foregoing is a full and correct copy of a resolution duly presented and adopted by the City Council of the City of Independence, Oregon, at a regular meeting thereof held on the 2nd day of June, 1948.

Dated this 10 day of June, 1948.

Robert W Baker
City Recorder of the City of Independence, Oregon.

Dallas
Sec. on Fund
(1942)

FORM S-80 REV 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem Oregon
May 24, 1948

SUBJECT: Kilcombs Avenue- City of Dallas

To: F.B.Rhoten
Division Engineer
Salem Oregon

Dear Sir:

The following is an estimate of cost for the improvement of Kilcombs Avenue in the City of Dallas.

By County, City, and Private Funds.

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1. Structural Excavation	cy	94	$ 2.00	$ 188.00
2. General Excavation	cy	2900	0.40	1160.00
3. 12" Concrete Pipe	lin ft	28	1.50	58.50
4. 24" Concrete Pipe	lin ft	21	4.00	84.00
5. 16" Vitrified Clay Pipe	lin ft	44	2.00	88.00
6. Drywell Pipe	lin ft	22	1.50	33.00
7. Finishing Roadbed & Slopes	mile	0.98	600.00	588.00
8. 3"-0" Rock in Base	cy	1200	1.00	1200.00
9. 3/4"-0" Rock in Base & Shoulders	cy	350	2.50	875.00
				$ 4911.50
		Add 10 %		491.00
		Total		$ 5402.50

By State Contract Quantities

1. 3"-0" Rock in Base Course Widening	cy	300	$ 1.00	$ 300.00
2. 3/4"-0" Rock in Leveling Course	cy	200	2.00	400.00
3. Sprinkling	M-gal.	25	2.00	50.00
4. Class "B" Asphaltic Concrete	tons	1000	7.00	7000.00
				$ 7750.00
		Add 10 %		775.00
		Total		$ 8525.00

Very truly yours,

Leading Engineer

NOTED
C. H. ARMSTRONG

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

COPY

Salem, Oregon
May 19, 1948

SUBJECT: Estimate of Cost; Seventh Street
City of West Salem

To: F. D. Eason
Division Engineer
Salem, Oregon

Dear Sir:

The following is an estimate of cost for the improvement of Seventh Street in the City of West Salem.

	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
State 243 ←	1. Trench Excavation	cu. yd.	497	2.00	$ 994.00	(243 State)
	2. General Excavation	cu. yd.	870	0.75	652.50	
	3. 8" Sewer Pipe	lin. ft.	174	1.25	217.50	
	4. 12" Sewer Pipe	lin. ft.	565	1.75	988.75	
	5. 15" Sewer Pipe	lin. ft.	550	2.25	1237.50	
	6. 18" Sewer Pipe	lin. ft.	495	2.75	1361.25	State
State	7. 36" Concrete Culvert Pipe	lin. ft.	55	7.00	385.00	"
	8. Salvage Pipe	lin. ft.	70	1.50	105.00	"
	9. Concrete Catch Basins	Each	8	50.00	400.00	
State 1 ←	10. Type "B" Manholes	Each	4	150.00	600.00	1- State
	11. Concrete Curbs	cu. yd.	115	50.00	5750.00	
	12. 3"-0" Rock in Base	cu. yd.	900	1.50	1350.00	
	13. 3/4"-0" Rock in Base	cu. yd.	230	2.50	575.00	
	14. Sprinkling	M-gal.	28	2.00	~~56.00~~ 105.00	
State ←	15. Class "B" Asphaltic Concrete ~~5"~~ 3.5"	Ton	~~2140~~ 1560	7.00	~~14980.00~~	
					~~29652.50~~	
				Add 10%	~~2947.50~~	
				Total	~~$ 32600.00~~	
					25 172.50	
					2517	
					27 689.50	

Very truly yours,

(sgd) B. O. Johnson
Locating Engineer

Dallas. 5-14-48

Mr. Armstrong and I visited Mr. Sanborn in response to his request for a meeting with him

Showed him the profile as per their request and he said he could get the County to cut down the rise and Pope & Talbot would furnish 2000 cuyd of base rock and Lambert (Rock producer) would furnish the balance

County will haul base rock and shape street also using Pope & Talbot blade

They desire to hold street to present width as they do not want to make this a city street standard at this time.

W. C. Ayers

FORM E-00 2M 10-45

OREGON STATE HIGHWAY COMMISSION

COPY

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 29, 1948

SUBJECT: Estimate of Cost; Main Street
City of Independence

To: F. D. Eason
Division Engineer
Salem, Oregon

Dear Sir:

The following is an estimate of cost for the improvement of Main Street in the City of Independence.

	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.	Structural Excavation	cy	27	$ 3.00	$ 81.00
2.	General Excavation	cy	950	0.75	712.50
3.	Short Overhaul	yd sta	2630	0.02	52.60
4.	Long Overhaul	C-yd sta	3	0.50	1.50
5.	8" Sewer Pipe	lin ft	48	1.25	60.00
6.	12" Sewer Pipe	lin ft	70	1.75	122.50
7.	Concrete Catch Basins	each	2	75.00	150.00
8.	Adjust Catch Basins to Grade	each	3	15.00	45.00
9.	Adjust Manholes to Grade	each	2	20.00	40.00
10.	3"-0" Rock in Base	cy	790	2.00	1580.00
11.	3/4"-0" Rock in Base & Shoulders	cy	230	2.75	632.50
12.	Sprinkling	M-gal	28	2.50	70.00
13.	151 - 200 Asphalt	tons	18	35.00	630.00
14.	Seal Coat RC-3	tons	5	35.00	175.00
15.	Furnishing and Placing Aggregate	cy	270	3.50	945.00
16.	Class "B" Asphaltic Concrete	tons	612	7.00	4284.00
					$ 9581.60
				Add 10%	958.40
				Total	$10540.00

Very truly yours,

B. O. Johnson
Locating Engineer

Main Street ... Independence

Summary and Estimate ... April 23, 1948

Item	Unit	Quantity	Allowance	Total Quantity	Unit Price	Amount
1 Structural Excavation	Cu.Yd.	25	2	27	3.00	81.00
2 General Excavation	Cu.Yd.	862	88	950	0.75	712.50
3 Short Overhaul	Yd.Sta.	2392	238	2630	0.02	52.60
4 Long Overhaul	C-Yd.Sta.	3	0	3	0.50	1.50
5 8" Sewer Pipe	Lin.Ft.	44	4	48	1.25	60.00
6 12" Sewer Pipe	Lin.Ft.	65	5	70	1.75	122.50
7 Concrete Catch Basins	Each	2	0	2	75.00	150.00
8 Adjust Catch Basins to Grade	Each	3	0	3	15.00	45.00
9 " " Manholes " "	Each	2	0	2	20.00	40.00
10 3"-0" Rock in Base	Cu.Yd.	715	75	790	2.00	1580.00
11 3/4"-0" Rock in Base & Shldrs	Cu.Yd.	208	22	230	2.75	632.50
12 Sprinkling	M-Gal.	25	3	28	2.50	70.00
13 151-200 Asphalt	Tons	16.6	1.4	18	35.00	630.00
14 R.C.-3	Tons	4.5	0.5	5	35.00	175.00
15 Aggregate	Cu.Yd.	245	25	270	3.50	945.00
16 Class "B" Asphaltic Conc.	Tons	556.6	55.4	612	7.00	4284.00
						9581.60
					Add 10%	958.40
				→	Total	$10,540.00

250,000 Fund (1948)

Dallas 12/19/47

Mr. C. B Lundberg called at the State Office Ally on 12/18/47 with the request that he would like to see someone from this office before Jan. 1948

Called on Mr Lundberg this date, his request was that we explain to him how best the city could build Edendale ave & Rives Road through the waters as he understood we had suggested, to Mr Warren street Commissioner on our visit of 12/18/47, some precautions be taken early to endeavor to save the street from going to pieces.

I took Mr Lundberg over the street and showed him that lack of drainage and a burrow at edge of pavement was causing heavy damage to street surface. And that stone stabilized base blading and ditching was necessary at this time.

He also wanted to know if the city were to receive any of the fund, could it be used in road some work the city was having done by the United Contractors Co early in next summer. I explained that was no definite assurance the city would receive any portion, as all we could do was to recommend to the Commissioners and they would make decisions, also that I believed we would suggest a 3" layer of plant mix on at least a portion of this street. (180')

Mr Lundberg believes the County should assist in this project as they are hauling many heavy loads of rock across this street and are causing heavy damage.

HCK

250.00 Fund (1948)

Dallas 12/1-47

Saw Mr. David Warren, street commissioner, only man available

Drainage here is chief difficulty, ditches are dirty need cleaning. Corpl's Inlet have log dump located west of Levens St. and no running water from trunk working onto roadway. Told Mr. Warren he needed down to take care of drainage before he could expect to have a street.

City has no blade, shoulders need blading, as a berm has formed just off the soiled section. Mr. Warren said they depended on county to do their blading but county were not very interested.

This street should be fixed as soon as possible or it will become a major problem.

1. Advised Mr. Warren he should clean ditches.
2. Control the water situation at Pope's Inlet
3. Keep patching program at full speed, to seal the bad road as soon as possible.
4. We advised Mr. Warren we would return in January to see how drainage had been taken care of and see condition of street.

H.G.A. + J.C.
12/1/47

Clear - warm

DALLAS

12/1/47

C-10757—5M—12-28.

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

.98 Clear - Warm

Dalles.

19' oiled
33' to top of ditch line

12/11/47
HGG + JC

MP	Distance	Location	Type	Condition	Width	Remarks
.00	.98		O-11	Fair	19' oiled	Dot Hole - heavy ditches good except need some cleaning - Cross streets and approaches
.00		Highway				
.40			O-11	Fair		
.62			O-11	Poor		driveway do not have culverts in
.98			O-11	Poor		some cases.

.40 will take Considerable patching and a heavy seal coat

.2[illegible] Will take heavy patching and O-9

.36 will have to have a new section built, mud is Comming through.

David Warren - Street Commissioner

C. B. Lundberg - Chairman of streets on Council.

Told Mr. Warren we feel drainage should be taken care of and we would be back in January to see if drainage had improved and the next condition of street at that time.

~~Copy~~ Copy-Colf. 250,000 Jund (1948) Sheet 182

J.C. & H.C.C. Independence 12/5/47

Made survey with Mr. Bradford Humphreys Chairman of street Committee on Council and Mr. J. A. Hart Councilman.

Project designated as #2 (10th St) starting at Monmouth Street and ending at north curb line of "E" street -, (Mr. Hart & Humphreys informed us that "E" street was as far as they intended project to extend) Consists of 2" asphaltic Concrete over 4" pit run base. The city officials feel the present pavement would not hold up long traffic, and suggested a new 4" Cap be placed upon present pavement which is now in good shape. We feel it would do no good to place more asphaltic Concrete over the present pavement as if failure should occur in present pavement it would be base failure and it would not be wise to merely add more asphalt.

I would suggest City allow traffic to use this street and if it does break down, then go in and rebuild.

Project designated as No. 1 (First Street) starting at Monmouth Street and ending at City Limit. Consists of Portland Cement Concrete with slab asphalt over.

1. The City officials desire to have the grade raised on the last portion of first block because of the high curbs and resultant driveways into street. This will Consist of placing asphaltic Concrete varying in depth from one inch on East side of street to four inch depth on lowest side using four inches of crushed rock in base on west side to raise grade and eliminate high curb.

2. The remainder of first from "D" to "E" requires no improvement

cont.

3. The balance of first, from "E" or M.P. 125 is narrow 15.8', The City Officials desire to have first street widened to 31 feet or to curb on West side.

They say this street carries a large amount of farm to market traffic and they say it is impossible to hold the shoulders as cars in passing have to run on shoulders.

Drainage at present is poor because of soft spots in shoulders, catch basins are in and could be raised and used if street were paved in full width.

To be a first class job the present shoulder would have to be excavated down to a point which would allow base rock to be placed and over this 4" asphaltic concrete. Then a working surface over entire 31 ft.

J.C. H6A.

also state the new bridge will mean a great increase in traffic rough estimate $17,000.00

Form 46—C-10757—5M—12-28.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

Fogg Road (#1) 1st. Street — Independence H.C.A. & J.C. — 12/5/47

	Location	Length	Width	Type	Condition		Remarks
.005	Beginning			P.C.C.			
.025	End of Bit.			P.C.C. over Bituminous over	Good		
.055	℄ Det						Hump to be removed by Cutting
.12	℄ E St	.12	46 v.				
.125	width Change		15.8'				
.14	R.R						15.8' paved 15.3' unpaved on
.18	℄ F					Curbs	Curb on W side
.245	℄ G						No Curb on E side starting at ℄ G
.31	℄ H						
.36	℄ I						Pavement change
.375	℄ J	.363					oil over PCC

width to widen to full width on W side or 31.1'

Farm to market

~~Pavement is only~~ 15.8' wide, shoulder is hard packed gravel except in spots where drainage is poor - Catch basins are installed so could be drained.

This project would require the removal of shoulder, new base and oil mat over new base

44—C-10757—5M—12-28.

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

Foggy-Cold

Independence

12/5/47

(#2) 10th St. Hall + J.C

M.P	Location	Length	Width	Type	Condition	Remarks
.00	MON. ST.		30'	asphaltic	2" asphaltic	Curb broken
.06	℄ D			Concrete	over 4" rock base	out on west
.12	Pavement ends			Gravel	base is pitmun	side of st
	℄ E			road	OKed by Feikhuni	where new sewer
					& Helda County	is being installed

Mr Jas. Hart - Councilmen on street Committe

Mr Bradford Humphreys - Chairman of Street Committe

Informed us the project would end at Station 12+. Believe the present pavement will not hold up log traffic

(Signed)

(Log trucks use 9th St
no loaded log or lumber
trucks on 10th.)

Werner & Jeske

sewer Cont-

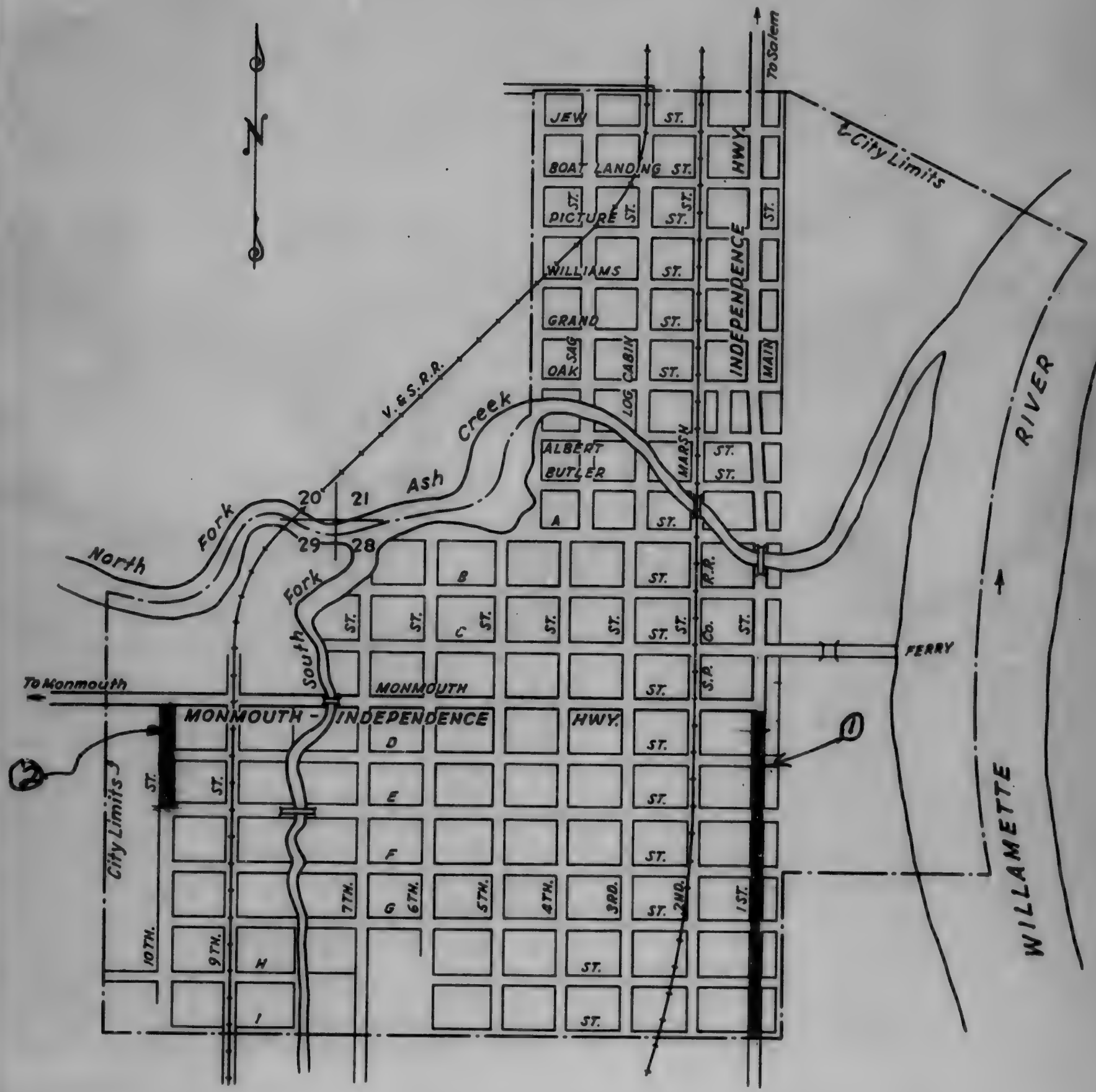
a milk truck hit reading on bridge on Monmouth St approx 8 pm

12/4/47

who is to pay for damage

INDEPENDENCE

Scale 1"=800'



R E S O L U T I O N NO. 205

12-1-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of West Salem is an incorporated city of the State of Oregon, and has a population of 2005, as given by the latest official census, and

WHEREAS, the following streets of said city, _____

Eighth Street from Garth Avenue to Patterson Avenue thence northerly on Patterson Avenue to Ninth Street, thence easterly on Ninth Street to the Wallace Road. Seventh Street from Patterson Avenue to Wallace Road.

Bassett Street from Patterson Avenue to Wallace Road. Arlington Street from Lister Avenue to Melinda Avenue. Merlark Street from Edgewater Street to Ninth Street. Melinda Avenue from Edgewater Street to Bassett Street. Van Avenue from Edgewater Street to First Street, thence easterly to the Wallace Road.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Eighth Street from Garth Avenue to Patterson Avenue, thence northerly on Patterson Avenue to Ninth Street, thence easterly on Ninth Street to the Wallace Road. Seventh Street from Patterson Avenue to Wallace Road. Bassett Street from Patterson Avenue to Wallace Road. Arlington Street from Lister Avenue to Melinda Avenue. Merlark Street from Edgewater Street to Ninth Street. Melinda Avenue from Edgewater Street to Bassett Street. Van Avenue from Edgewater Street to First Street, thence easterly to the Wallace Road,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of West Salem does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this first day of December, 1947.

ATTEST: R. E. Pattison City Recorder APPROVED: Walter Thuggs Mayor

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of West Salem at a regular ~~special~~ meeting of said council, held on the first day of December, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this first day of December, 1947.

R. E. Pattison
City Recorder

All streets in Churchmere vacated excepting those indicated by Red Pencil ——— and First St.

WEST SALEM

Scale 1"=800'

November 26, 1947

Mr. William Blackley
City Auditor
Dallas, Oregon

Dear Sir:

Reference is made to the resolution adopted by the city council of Dallas, requesting participation in the proposed $250,000 fund.

Please be advised that as soon as possible someone from this Department will drive over to Dallas and go over Kingsdale Road with the city officials.

Very truly yours,

H. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

R E S O L U T I O N No. 950

11-17-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Dallas is an incorporated city of the State of Oregon, and has a population of 3579, as given by the latest official census, and

WHEREAS, the following streets of said city, Ellendale Road (River Road)

_____

_____

_____

_____,

is not a part of the state highway system, but is a street of said city which is "receiving excessive wear through _____ _____, or heavy industrial traffic", and (logging and dump trucks)

WHEREAS, said street is and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular session assembled, do hereby find, declare and resolve:

1. That the following named street of said city, to wit: _____

Ellendale Road (River Road)

_____

_____

_____

_____

_____

_____,

is in need of repair, reconditioning and other major improvement.

2. That said street is in its present state and condition of disrepair, _____ because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said street in proper condition for the traffic to which it is being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said street as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Dallas does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 17th day of November, 1947.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

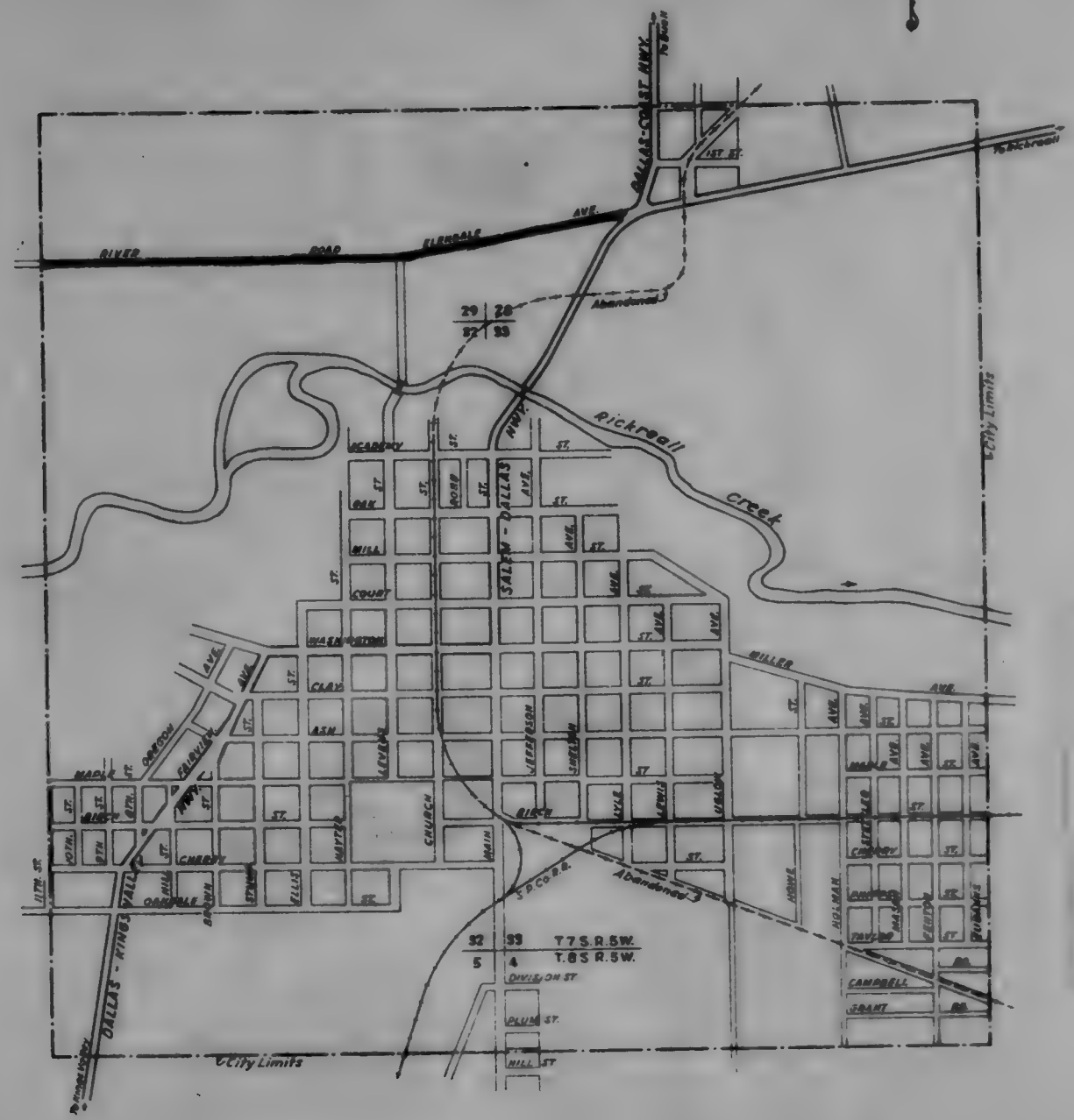
- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Dallas at a regular ~~unscheduled~~ meeting of said council, held on the 17th day of November, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 18th day of November, 1947.

G. L. Blackley
City Recorder

DALLAS


RIVER
ROAD
FAIRDALE
AVE.
DALLAS-GOLF AVE.
DET. ST.
SALEM
Abandoned
29
28
32
33
Rickreall
creek
CITY LIMITS
MAIN
ST.
COURT
WILLAMETTE
ASH
CHURCH
LEVENS
JEFFERSON
WALLACE
MILLER
AVE.
HOLMAN
CAMPBELL
GRANT
PLUM ST.
HILL ST.
DIVISION ST.
S.P.CO.R.R.
Abandoned
32
33
T.7 S. R.5 W.
5
4
T.8 S. R.5 W.
DALLAS - FALLS
CITY
CREEPY
HILL
CLAY
OAK
MAPLE
OREGON
ELM
16TH ST.
City Limits

November 7, 1947

Mr. Fred W. Cahal
City Attorney
Independence, Oregon

Dear Sir:

I wish to thank you for your letter of November 6, in which you state that it was the intention to designate Tenth Street from Monmouth Street to "G" Street, instead of Ninth Street from Monmouth Street to "G" Street, on Resolution No. 285, City of Independence, which was sent to me on October 31.

Please be advised that we have corrected the resolutions accordingly.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

NOTED
JOHN W. CATTRALL

CITY OF INDEPENDENCE

INDEPENDENCE, OREGON

November 6, 1947.

OFFICE OF CITY RECORDER

Oregon State Highway Commission,
Salem, Oregon.

ATTN: Mr. Oscar Cutler, Engineer, County and City Relations.

Dear Sirs:

On October 31, 1947, I sent you, on behalf of the City of Independence, two copies of Resolution No. 285 of the City Council requesting participation in the $250,000.00 allocated by the Legislature for city streets.

This resolution designated the streets needing improvement as South Main Street and Ninth Street. By a clerical error in preparing the resolution for the City Council, I designated the street as Ninth Street instead of Tenth Street as designated by the Council. The error was not found, and the resolution was sent to you designating the wrong street.

All the other terms of the resolution are correct, but the resolution should have read requesting improvement of Tenth Street from Monmouth Street to "G" Street.

I am sending this letter in duplicate for your file in the event that it is a sufficient correction. Otherwise, please send me three more copies of your Form of Resolution, and I will send you the amended resolution.

I am writing this as directed by the City Council which met in regular session on November 5, 1947.

Very truly yours,

Fred W. Coey

City Attorney.

FWC:CA

RECEIVED
NOV 7 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 7 1947
COUNTY & CITY RELATIONS

Independence
($250,000 Fund)
(1948)

October 15, 1947

Mr. Robert W. Baker, Recorder
Independence, Oregon

Dear Sir:

Your letter requesting resolutions to be used in making application for repair of Main Street between Monmouth and "D" Streets, has been referred to me for reply.

We are enclosing herewith three copies of a resolution form to be adopted by the city council, whereby the city officially requests participation in the $250,000 fund to be set up and administered by the State Highway Commission as provided in Chapter 425, Oregon Laws 1947. This resolution should indicate the section of Main Street on which improvement or repair is requested. The map should be colored, indicating this section of street also.

It is our understanding that the amended act passed by the 1947 legislature setting up the $250,000 fund does not become effective until January 1, 1948, and that no money will be available for assistance to the cities until after that date. However, the resolution should be forwarded as soon as convenient.

One copy of the resolution should be retained by the city for the city's records, and the other two copies forwarded to the Oregon State Highway Commission at Salem, Oregon, attention of Oscar Cutler, Engineer, County and City Relations.

I wish to again emphasize that it is our understanding that any money from the $250,000 appropriation to be administered by the State Highway Commission will not be available until January 1, 1948.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mc
Encl.

R E S O L U T I O N

No. 285

10-8-47

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

"Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Independence is an incorporated city of the State of Oregon, and has a population of 1605, as given by the latest official census, and

WHEREAS, the following streets of said city, Main Street from Monmouth Street to the South city limits and Ninth Street from Monmouth Street to G Street

_____

_____

_____

_____,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: _____

Main Street from Monmouth Street to the South city limits and

Ninth Street from Monmouth Street to G Street

_____

_____

_____

_____,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Independence does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 8th day of October, 1947.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

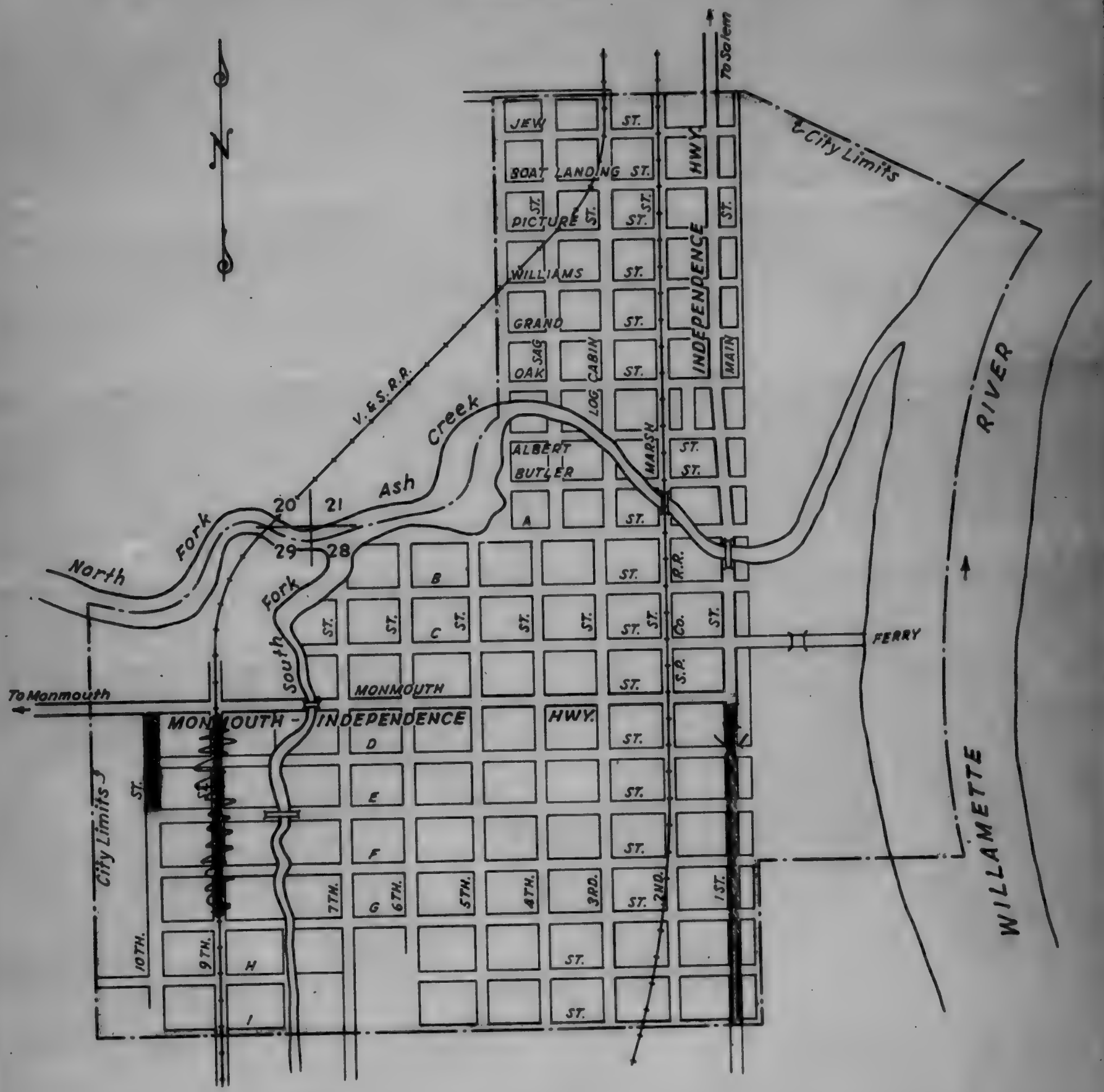
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Independence at a regular or special meeting of said council, held on the 8th day of October, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 31 day of October, 1947.

Ross W. Bailey
City Recorder

INDEPENDENCE

Scale 1"=800'



September 8, 1947

Mr. R. E. Pattison
City Recorder
West Salem, Oregon

Dear Sir:

Reference is made to your letter of September 5, requesting proper resolution forms for submitting application for participation in the $250,000 fund to be set up and administered by the State Highway Commission as provided in Chapter 425, Oregon Laws 1947.

Enclosed are three copies of a resolution form, to be adopted by the city council, whereby the city officially requests participation in the proposed fund. This resolution should indicate the streets on which the improvement, maintenance, or repair, is requested. The map should be colored, indicating the streets also.

It is our understanding that the amended act passed by the 1947 legislature setting up the fund of $250,000 does not become effective until January 1, 1948, and that no money will be available for assistance to the cities until after that date. However, the resolution should be forwarded so that an investigation can be made and a determination made as to whether or not the request is eligible for consideration.

One copy of the resolution should be retained by the city for the city's records, and the other two copies forwarded to the Oregon State Highway Commission at Salem, Oregon, attention of Oscar Cutler, Engineer, County and City Relations.

I wish to again emphasize that it is our understanding that any money from the $250,000 appropriation to be administered by the State Highway Commission will not be available until January 1, 1948.

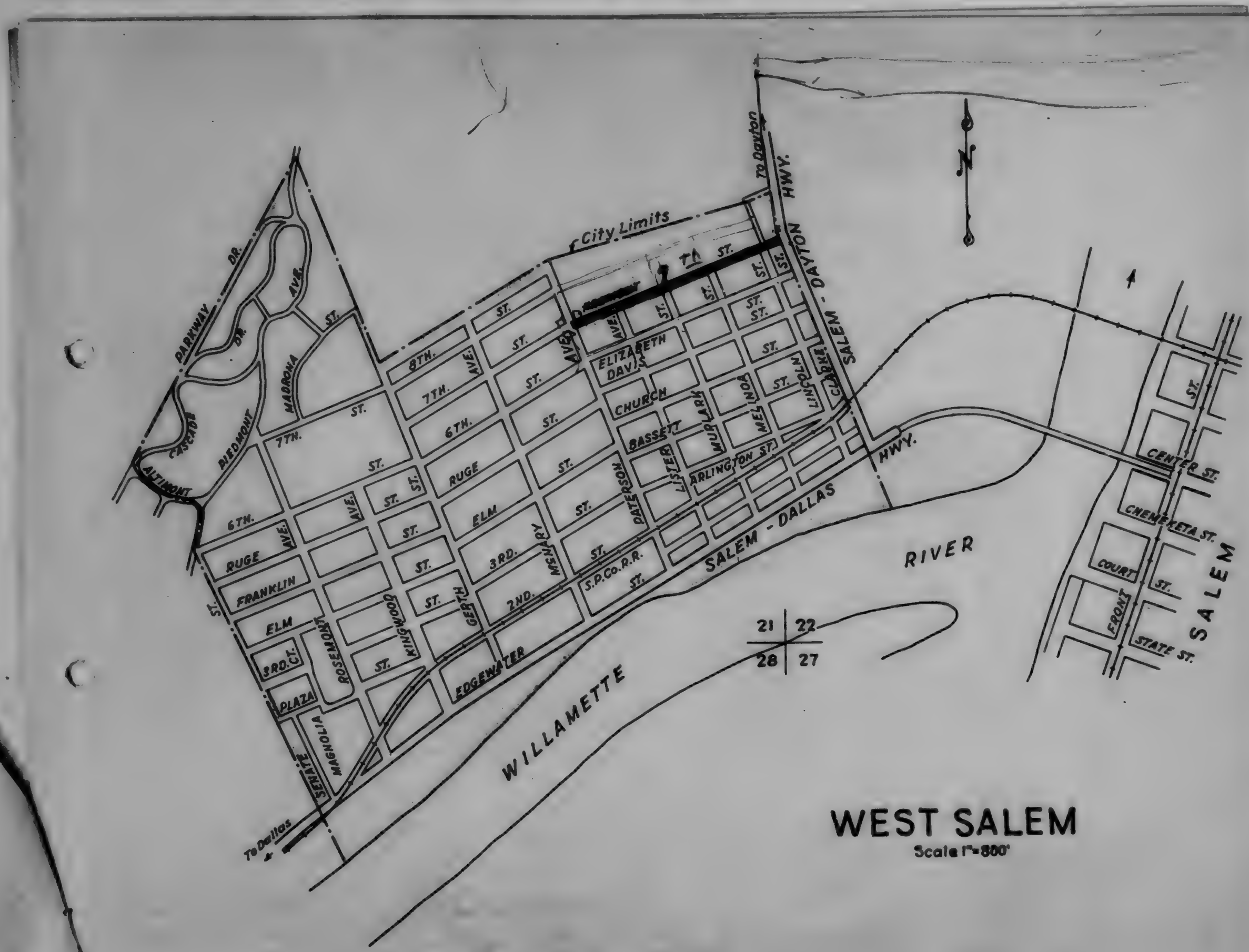
Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

mc
Encl.

Oscar Cutler
Engineer, County and City Relations



WEST SALEM

Scale 1"=800'

WEST SALEM

Scale 1"=800'

1942 Est # 480
1943 Est # 480

Expenditures		
Year	'42	'43
#	74410	385232

F-98(6) Agate Beach-Newport Sec., 1948
Oregon Coast Hwy.
#3032

RECEIVED
JUL 7 1953
FOR FILING

F-98(6)
I-133(12)
3032

July 6, 1953

Mr. J. F. Quirk
District Plant Engineer
Pacific Telephone & Telegraph Company
509 S. W. Oak Street
Portland, Oregon

Dear Sir:

In answer to your letter of February 3, 1953, your contention that you should be allowed to bill the State Highway Department for the expense of reconstructing your Tillamook-Newport toll lead between Stations No. 913 and No. 1014, Big Creek Section, F-98(6) and F-133(12), 1948 and 1949, has been passed upon by the Legal Department, and they agree that you have a valid claim against the Department. This is your authority, therefore, to bill the Department for the cost incurred, subject to the customary credit given for salvage, et cetera.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. J. D. Walker

HGS: fp

RECEIVED
JUN 1953
FOR FILING

F-98(4)
F-133(12)
3032

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1953

SUBJECT:

To:

Mr. L. H. Warfield
Assistant Division Engineer
Department

Dear Sir:

Reference is made to the question of reimbursing the Pacific Telephone and Telegraph Company in the amount of $3,760 for the Company's cost of relocating approximately 2,900 feet of their telephone line on the Big Creek section of the Oregon Coast Highway, which was the subject of your letter to me on May 15 and Mr. DeSouza's letter to me of June 16.

I have discussed the matter with Mr. Stiffler who is of the opinion that this question is not properly a concern of the Permit Department and that the question is one for decision by either the Construction Engineer or Mr. Williams, based upon the advice of legal counsel.

Very truly yours,

R. B. Sipprell
Director of Permits

RBS:cw
cc - W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED

FOR FILING

FORM B-80X 1SM 1-50 80419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1953

SUBJECT: File 3932 - Atlantic Western Co.
(Pacific Telephone & Telegraph Co.)
Siletz Bay-Newport Section
Oregon Coast Highway, Lincoln Co.

To: Mr. R. E. Sipprell
Director of Permits
O F F I C E

Dear Mr. Sipprell:

Reference is made to your letter of May 21st with regard to reimbursement to the Pacific Telephone & Telegraph Company for the cost of relocating approximately 2900 feet of the company's telephone line South of Big Creek on the Oregon Coast Highway.

The history of this matter is rather involved, and which, briefly recapitulated, is as follows:

1. During World War I, the U. S. Spruce Production Corporation acquired a railroad right of way extending southerly and northerly from Newport.

2. Under date of October 28, 1927, the Corporation granted to the Pacific Telephone & Telegraph Company a revocable license and permit for the construction of a pole line on the railroad right of way and, so far as here concerned, the important sections of the license are as follows:

> (d) In case any of the Telephone Company's poles or wires interfere with the operation of its railroad or interfere with future changes or additions to its tracks, side tracks, etc., the Telephone Company, upon notice, shall within thirty (30) days move such poles or wires to a location approved by the Spruce Corporation.
>
> (e) This agreement shall continue in effect until ninety (90) days notice in writing is given by either party to the other party. Said notice to be mailed to the parties hereto at Portland, Oregon. Upon such notice the Telephone Company shall at its own expense remove its poles and wires within said ninety (90) days.

Subsequent to the license granted to the Telephone Company, title to the property passed to Atlantic-Western Company and, under date of December 1, 1937, the Highway Commission acquired title to the land under an option which provided that the State Highway Commission should ascertain that the Company was in a position to deliver title free and clear of liens and encumbrances. The

NOTED
W. W. STAFFLER

license to the Telephone Company was not of record at that time and examination of the title in this office indicated that the same was satisfactory. We also secured a title insurance policy. However, the information available indicates that the pole line was open and notoriously visible on the property, and the Highway Commission, therefore, was charged with implied knowledge of such rights as the Telephone Company might have. Sometime in 1948, the Highway Commission undertook clearing operations and the lines were moved. Some of the correspondence indicates that a request was made to the Telephone Company by Mr. S. F. Walters, but one of his letters contraverts this as it states that the section was under the supervision of Mr. Huntley. The information on the question is somewhat vague and I do not know with any certainty whether or not the request to move the line actually was made, or whether the Telephone Company did the work voluntarily in order to cooperate with the State Highway Commission in order to avoid any delay to the Commission's construction work. In any event, it does not appear from the records that the conditions contained in the original license were complied with—that is, that no notice was given to the Telephone Company regarding the cancellation of the license. The Telephone Company is taking the position that the moving was not necessary by reason of interference with the railroad tracks under subparagraph (d) of the license, and this must be admitted as the railroad lines had been removed.

3. There has been some suggestion that the line was changed by reason of requests from the Coast Guard, but, again, on this matter the information is exceedingly vague.

It is the conclusion that a further investigation of the facts should be made and, if it is found that the moving of the poles came about by a request from this office or if it should even be found that the Telephone Company was advised of the construction plans of the Department and voluntarily made the change in order to cooperate with the Department, the bill should be allowed. If, on the other hand, it should be found that the change was made solely upon the initiative of the Telephone Company, or was required by some conditions of the Coast Guard to which the Highway Commission was not a party, it would not seem that the cost of the moving is properly allowable.

In considering this, attention is called to a letter from Mr. W. C. Williams to Mr. J. W. Johnson, General Plant Manager of the Telephone Company, dated July 8, 1948, in which he requests the moving of certain poles. This, however, does not include the section South of Big Creek between Stations 983 and 1014, which in main is the section for which we are being billed. I understand that the moving work on the units covered by Mr. Williams letter were moved by the Telephone Company without expense to the State.

I have been furnished with several files from the Division Office and from Mr. Sipprell's office, all of which are being returned.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. File returned
cc: Mr. W. W. Stiffler
Mr. L. M. Warfield with file

RECEIVED
FOR FILING
FORM E-30X 25M 6-50 42250

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

.....

.....

Salem, Oregon
May 21, 1953
SUBJECT:

To:

Mr. C. W. Enfield
Chief Counsel
Department

Dear Sir:

Attached is a file from the Division 2 office concerning a controversy with the Pacific Telephone and Telegraph Company over the matter of reimbursing the Company for the cost of relocating approximately 2,900 feet of the Company's telephone line on the Big Creek Section of the Oregon Coast Highway in 1948.

The Company claims that they were on private right-of-way from 1928 to 1948 and that the State should reimburse them for their cost, which was estimated to be $3,760. The "Private Property" which the Company claims they were on by virtue of a permit from the old U. S. Spruce Corp., was apparently purchased by the State from the successors to the Spruce Corp. in 1937, and it would appear to me, as it does to Mr. Warfield, that the Company has actually maintained a line on State Highway right-of-way since 1937 without benefit of a permit. However, I believe the entire matter is strictly a legal question and on so informing Mr. Warfield, he asked that I transmit it to you for your opinion.

Very truly yours,

R. B. Sipprell

R. B. Sipprell
Director of Permits

RBS:cw
cc - W. W. Stiffler
L. H. Warfield

Attachment

NOTED
W. W. STIFFLER

RECEIVED
MAY 5 - 1950
FOR FILING

May 1st, 1950

FINAL COST ANALYSIS
Grade, Surface & Oil

Contract No. 3032
Agate Beach-Newport Section

Prefix 21-1025
Oregon Coast Highway

J. N. & M. J. Conley, Contractors
S. F. Walters, Resident Engineer

21-1025

NOTED
State Highway Engineer

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All Specified				$6,895.68	$12,800.00
Clearing, Sta. 955+17.2 to 966+90 and 994 to 1013+50	"	"			4,408.71	7,200.00
Clearing, Sta. 966+90 to 994+00	"	"			11,615.36	10,000.00
Struct. Excav., Unclass.	6,937.78	Cu. Yd.	$1.18	$2.50	8,160.47	17,344.45
Trench " "	878.6	" "	1.29	1.75	1,131.48	1,537.55
Gen'l. " "	152,113.33	" "	0.38	0.34	57,827.45	51,718.53
Short Overhaul	371,930.8	Yd. Sta.	0.01	0.01	3,719.31	3,719.31
Long "	10,309.5	C-Yd. Sta.	0.40	0.40	4,123.80	4,123.80
Excavating & Placing Topsoil	2,123	Cu. Yd.	0.53	0.75	1,123.88	1,592.25
Truck Haul on Topsoil	1,929	Yd. Mi.	0.24	0.25	473.99	482.25
Rounding Cutbanks	4,300	Lin. Ft.	0.12	0.14	491.78	602.00
Finishing Roadbed & Slopes	2.24	Mile	434.94	500.00	974.26	1,120.00
24" Half Circle Pipe	30	Lin. Ft.	3.06	3.20	91.78	96.00
8" Perf. Metal Pipe	6,244	" "	1.49	1.75	9,346.33	10,927.00
12" " " "	340	" "	1.97	2.10	668.23	714.00
12" Concrete Pipe	2,683	" "	1.03	1.70	2,773.13	4,561.10
18" " "	589	" "	2.13	3.50	1,256.46	2,061.50
24" " "	791	" "	3.54	4.70	2,799.92	3,717.70
24" Ext. Str. Concrete Pipe	183	" "	3.73	5.30	681.86	969.90
42" " " " "	256	" "	8.67	12.50	2,219.19	3,200.00
6" Concrete Drain Pipe	21	" "	0.47	0.75	9.95	15.75
8" Sewer Pipe	1,989	" "	0.58	1.25	1,151.78	2,486.25
12" " "	1,641	" "	0.94	1.70	1,541.05	2,789.70

RECEIVED
MAY 5 - 1950
FOR FILING

May 1st, 1950

FINAL COST ANALYSIS
Grade, Surface & Oil

Contract No. 3032
Agate Beach-Newport Section

Prefix 21-1025
Oregon Coast Highway

J. N. & M. J. Conley, Contractors
S. F. Walters, Resident Engineer

21-1025

NOTED
State Highway Engineer

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All Specified				$6,895.68	$12,800.00
Clearing, Sta. 955+17.2 to 966+90 and 994 to 1013+50	"	"			4,408.71	7,200.00
Clearing, Sta. 966+90 to 994+00	"	"			11,615.36	10,000.00
Struct. Excav., Unclass.	6,937.78	Cu. Yd.	$1.18	$2.50	8,160.47	17,344.45
Trench " "	878.6	" "	1.29	1.75	1,131.48	1,537.55
Gen'l. " "	152,113.33	" "	0.38	0.34	57,827.45	51,718.53
Short Overhaul	371,930.8	Yd. Sta.	0.01	0.01	3,719.31	3,719.31
Long "	10,309.5	C-Yd. Sta.	0.40	0.40	4,123.80	4,123.80
Excavating & Placing Topsoil	2,123	Cu. Yd.	0.53	0.75	1,123.88	1,592.25
Truck Haul on Topsoil	1,929	Yd. Mi.	0.24	0.25	473.99	482.25
Rounding Cutbanks	4,300	Lin. Ft.	0.12	0.14	491.78	602.00
Finishing Roadbed & Slopes	2.24	Mile	434.94	500.00	974.26	1,120.00
24" Half Circle Pipe	30	Lin. Ft.	3.06	3.20	91.78	96.00
8" Perf. Metal Pipe	6,244	" "	1.49	1.75	9,346.33	10,927.00
12" " " "	340	" "	1.97	2.10	668.23	714.00
12" Concrete Pipe	2,683	" "	1.03	1.70	2,773.13	4,561.10
18" " "	589	" "	2.13	3.50	1,256.46	2,061.50
24" " "	791	" "	3.54	4.70	2,799.92	3,717.70
24" Ext. Str. Concrete Pipe	183	" "	3.73	5.30	681.86	969.90
42" " " " "	256	" "	8.67	12.50	2,219.19	3,200.00
6" Concrete Drain Pipe	21	" "	0.47	0.75	9.95	15.75
8" Sewer Pipe	1,989	" "	0.58	1.25	1,151.78	2,486.25
12" " "	1,641	" "	0.94	1.70	1,541.05	2,789.70

Description	Quantity	Unit	Unit Cost	U : Bid	Total Cost	Gross Revenue
15" Sewer Pipe	327	Lin. Ft.	$1.40	$2.10	$456.70	$686.70
Salvaging Culvert Pipe	321	" "	0.70	1.75	223.41	561.75
Rock Backfill in Drains	1,986	Cu. Yd.	2.30	3.50	4,560.49	6,951.00
*Class "A" Concrete in Box Culvert	60.82	" "	62.00	62.00	3,770.84	3,770.84
*Metal Reinf. in Box Culvert	7,655	Lb.	0.14	0.14	1,071.70	1,071.70
*Concrete Catch Basins	30	Each	62.00	62.00	1,860.00	1,860.00
*Type "A" Manholes	2	"	380.00	380.00	760.00	760.00
*Type "B" "	9	"	145.00	145.00	1,305.00	1,305.00
*Concrete Curbs	394.52	Cu. Yd.	62.00	62.00	24,460.24	24,460.24
*Concrete Nosings	12.91	" "	62.00	62.00	800.42	800.42
*Construct Recesses for Traffic Control Markers		All			240.00	240.00
*Electrical Conduit	1,532.4	Lin. Ft.	0.75	0.75	1,149.30	1,149.30
Salvaging Surfacing Mat'l.	2,496	Cu. Yd.	0.74	1.25	1,835.89	3,120.00
Crusher-run Rock in Subbase	34,402	" "	1.73	1.85	59,618.66	63,643.70
2" - 0" Rock in Base	9,966	" "	2.06	2.25	20,559.85	22,423.50
3/4" - 0" Rock in Base and Shoulders	8,160	" "	2.06	2.50	16,834.08	20,400.00
Sprinkling	1,917.8	M-Gal.	1.42	2.00	2,724.50	3,835.60
*Preparation of Base	2.24	Mile	250.00	250.00	560.00	560.00
*Mineral Aggregate	4,959.5	Cu. Yd.	3.31	3.50	16,401.18	17,358.25
*121-150 Asphalt	320.26	Ton	45.50	45.50	14,571.83	14,571.83
*RC-3 in Seal Coat	38.52	"	45.50	45.50	1,752.66	1,752.66
Force Account					1,319.76	1,300.35
PA #1, Quarry Run Rock Slope Protection	2,576	Cu. Yd.	0.97	1.50	2,487.58	3,864.00
PA #2, 18" Corr. Iron Pipe	44	Lin. Ft.	2.96	3.50	130.05	154.00
*PA #3, Class "A" Concrete in Curbs	3.44	Cu. Yd.	62.00	62.00	213.28	213.28

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*PA #4, Substitute 121-150 Asphalt for RC-3	106.26	Ton	$45.50	$45.50	$4,834.83	$4,834.83
PA #5, Purchase Concrete Guard Rail Material					154.55	154.55
*PA #6, Class "A" Concrete in Storm Sewer Outlet	6.3	Cu. Yd.	62.00	62.00	390.60	390.60
PA #7, Hauling Screen Rejects	743.5	Yd. Mi.	0.11	0.14	84.00	104.09
PA #7, Screen Rejects	160.0	Cu. Yd.	0.25	0.25	40.00	40.00
					$308,657.25	$346,117.23

Gross Revenue	$346,117.23
Total Cost	308,657.25
Net Profit	$ 37,459.98

Net Profit Equals 10.9% of Gross Revenue

Agate Beach-Newport

Detail of Cost

Labor:

Supervision and Labor	$92,510.95	
State Industrial Accident Insurance	2,081.50	
Unemployment Insurance	2,312.77	
Social Security	925.11	
		$97,830.33

Materials:

24" Half Circle Corr. Iron Pipe	24	lin. ft.	at	$2.32	$55.68
8" Perf. Corr. Iron Pipe	6,244	" "	"	1.14	7,118.16
8" Bands	274	each	"	1.69	294.06
8" Y's	1	"	"	7.50	7.50
12" Perf. Corr. Iron Pipe	340	lin. ft.	"	1.53	520.20
12" Bands	14	each	"	1.88	26.32
12" Concrete Pipe	2,683	lin. ft.	"	0.72	1,931.76
18" " "	589	" "	"	1.45	854.05
24" " "	791	" "	"	2.10	1,661.10
24" Ext. Str. Concrete Pipe	183	" "	"	2.30	420.90
42" " " " "	256	" "	"	6.45	1,651.20
6" Concrete Drain Pipe	21	" "	"	0.24	5.04
8" Sewer Pipe	1,989	lin. ft.	"	0.34	676.26
12" " "	1,641	" "	"	0.63	1,033.83
15" " "	327	" "	"	0.96	313.92
18" Corr. Metal Pipe	44	" "	"	2.31	101.64
18" Bands	2	each	"	2.57	5.14
Guard Rail Materials					154.55
Rock Backfill	10	cu. yd.	"	3.00	30.00
					17,030.31

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$73,100.00	
" " , Hired	3,818.00	
Hired Trucks, Not Including Drivers	9,532.68	
Gas, Oil and Grease	15,795.32	
Move In, Freight & Cartage	3,801.10	
Miscellaneous Supplies & Small Tools	6,111.91	
Public Liability Insurance	1,187.54	
P.U.C.'s	1,494.90	
Field Office Expense	1,269.70	
Bond	1,543.82	
Home Office & General	6,986.24	
Explosives	2,487.60	
		127,128.81

Payments to D-H Paving Co.:

Class "A" Concrete in Box Culvert	60.82	cu. yd. at	$62.00	$3,770.84
Metal Reinforcement	7,655	lb. "	0.14	1,071.70
Concrete Catch Basins	30	each "	62.00	1,860.00
Type "A" Manholes	2	each "	380.00	760.00
" "B" "	9	each "	145.00	1,305.00
Concrete Curbs	394.52	cu. yd. "	62.00	24,460.24
Concrete Nosings	12.91	" " "	62.00	800.42
Construct Recesses	All			240.00
1" Conduit	1,532.4	lin. ft. "	0.75	1,149.30
Placing Aggregates	4,959.5	cu. yd. "	1.80	8,927.10
Furnish & Place 151-200 Asphalt	320:26	ton "	45.50	14,571.83
Furnish & Place RC-3 Asphalt	38.52	" "	45.50	1,752.66
Preparation of Base	2.24	mile "	250.00	560.00
PA #3, Class "A" Concrete in Curbs	3.44	cu. yd. "	62.00	213.28
PA #4, 121-150 Asphalt in Binder and Seal	106.26	ton "	45.50	4,834.83
PA #6, Class "A" Concrete in Storm Sewer	6.3	cu. yd. "	62.00	390.60
				$66.667.80

Total Cost..... $308,657.25

Agate Beach-Newport

Breakdown of Crushed Rock Costs

	Total	Quantity	Unit	Unit Cost
Move In & Set Up	$5,109.43	59,474	Cu. Yd.	$0.086
Drill & Shoot	4,234.07	"	" "	0.071
Load in Quarry & Feed Crusher	13,081.30	"	" "	0.220
Crushing	32,079.11	"	" "	0.539
Overhead & Proratable Expense	6,947.86	"	" "	0.117
Av. Cost in Bunkers	$61,451.77	59,474	Cu. Yd.	$1.033

Agate Beach-Newport

Remarks:

This contract required the grading, surfacing and oiling of two sections of the Oregon Coast Highway totalling 2.24 miles, and advance clearing of an additional 1.1 miles. The contract was bid on May 25th, 1948, awarded on July 1st, and the contractor started the work on July 6th, 1948. The project was completed on July 31st, 1949.

Clearing on the first two items was fairly light work, containing sections of small scrub pine and light brush, and only one cut was covered with a heavy growth. A good profit was made on these two items. The third clearing item required clearing only through a thickly timbered section. This work was performed by a crew of the contractors' key men during the winter months while the grading work was shut down. Labor costs were high, as the men were carried at their regular pay scale and winter weather also slowed the work.

The excavation was mainly a sandy common material, some blue sandstone and one of the large cuts was wet and muddy. Two DW-10's and two D-8 cats pulling 20-yard carryalls handled the bulk of the grading, and a 1½-yard shovel loaded the sandstone and the wet material into trucks. The grading work was started during the fall of 1948, suspended during the winter months and completed during the early summer of 1949. Much of the work was along the existing highway, and traffic interference slowed progress. This was the contractors' first major grading job, and consequently it was not too well organized and the excavation does not show a profit. However, they had good prices on pipe, structural and trench excavation, with a resulting profit.

A large crushing plant containing a 24" x 36" jaw and 3 rolls recrushers was set up at the Iron Mt. quarry. All the rock needed for the job was secured by a single coyote hole shot and no reshooting was required. The rock was fed to the crusher by a 1½-yard shovel equipped with a dragline bucket. The plant operated 793 hours overall time and produced at the rate of 75 cu. yds. per hour. Most of the surfacing rock was stockpiled and later reloaded and hauled to the job. Due to a cheap drilling and shooting cost and good production, a good profit was shown on the crushed rock items.

The concrete items and the oiling work were subcontracted to the D & H Paving Co. at the bid prices.

The contract shows a fair profit, which was obtained on the clearing, pipe and crushed rock items. The equipment was suitable for the work and in good condition.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
MAR 23 1950
FOR FILING

Files

798(6) & 7-133(12)

OREGON STATE HIGHWAY COMMISSION
MAR 17 1950
(Date)

3032 (Contract No.) 16-final (Est. No.) J. W. & M. J. Comley (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
3705	370530	10,383.58	3/17/50

[redacted]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

[redacted]:
Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAR 22 1950

NOTED ON CARD
3-22-50 JR

OREGON STATE HIGHWAY COMMISSION

MAR 17 1950
(Date)

3032 (Contract No.)	16-final (Est. No.)	J. N. & M. J. Conley (Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
3705	370530	10,383.52	3/17/50

Remarks:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 31,1949

ACCOUNTING DIVISION

Completed: Aug. 20, 1949
Contract Accepted: Sep. 21,1949
Time Extensions: Extended to Aug. 30,1949
Penalties: None of record
Claims: None outstanding of record
Remarks:

Date: 3-22-50
Accounting Division:
Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
MAR 14 1950
FOR FILING

799(4) 7.130(12)

3032

March 13, 1950

Dooly and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

On March 6 we wrote to the Agate Beach Water District for their confirmation of payment on their claim in the amount of $76.81 for damage to pipelines on the Agate Beach-Newport Section of the Oregon Coast Highway, our contract No. 3032. Today we have received the following from them: "Please be advised that Conley paid the above account"; signed by J. F. Conrin. This, apparently, is the same claim which was filed in our office on November 10, 1949 and concerning which you have been previously notified.

This information is provided as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 3032.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

J. E. and M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

NOTED ON CARD
3-13-50 SR

RECEIVED
MAR 14 1950
FOR FILING

3032 Just Lines
Files

4-38(6) 7-133(12)
3032

March 13, 1950

Agate Beach Water District
Agate Beach, Oregon

Gentlemen:

We acknowledge with thanks your note advising that J. E. and M. J. Comley have paid $76.61 for repairs to pipe-lines on the Agate Beach-Newport Section of the Oregon Coast Highway, our contract No. 3032.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-13-50 SF

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

March 6, 1950

Agate Beach Water District
Agate Beach
Oregon

Gentlemen:

We have been advised that your claim against J. N. & M. J. Conley, for repairs to pipe lines on the Agate Beach-Newport Section of the Oregon Coast Highway in the amount of $78.81, has been paid.

May we have confirmation from you as to payment of this claim for our records. Please expedite reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H B Glaisyer

Secretary

gl

Please be advised that Conley paid the above amount. Thanks for your cooperation,

Yours very truly
Agate Beach Water Dist
By J. F. Guerin
District Clerk

3-13-50 gl

RECEIVED
MAR 7 1950
FOR FILING

7-98(6) F-133(12)

3-32

March 6, 1950

Deely & Co.
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No.3012, for work on the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County, has been completed by the contractor, J. N. & N. J. Ousley, and that final payment in the amount of $10,383.52 will be made on or after March 16, 1950.

A claim against this job in the amount of $76.81 has been filed by the Agate Beach Water District, concerning which we advised you on November 15, 1949. The contractor advises that the claim was paid on December 16, 1949 but we have not yet received verification from the claimant.

For your information we wish to advise that the total contract amount is $36,117.23, of which amount $1,300.35 represents force account items. This contract was completed August 20 and accepted by the Highway Commission September 21, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Legal Dept.

NOTED ON CARD
3-6-50 ml

RECEIVED
MAR 6 1950
FOR FILING

798(6) #733 (12)
3032

March 6, 1950

Agate Beach Water District
Agate Beach
Oregon

Gentlemen:

We have been advised that your claim against J. N. & M. J. Comley, for repairs to pipe lines on the Agate Beach-Newport Section of the Oregon Coast Highway in the amount of $75.81, has been paid.

May we have confirmation from you as to payment of this claim for our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
3-6-50

RECEIVED
JAN 20 1950
FOR FILING

F-9-6(1)
F-133(13)
3032

January 20, 1950

Farmers Insurance Group
215 I.O.O.F. Building
67 East Broadway
Eugene, Oregon

Gentlemen:

We have your letter of January 18 concerning damage to Mr. Hugh L. Carter's automobile on August 4 north of Newport on the Oregon Coast Highway.

It appears that your client's car may have been involved with some of J. H. and M. J. Conley's operations in connection with the grading and bituminous macadam surfacing of the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County. Our records show that this contract was not completed until August 20.

The contractor's address is 4332 Northeast Royal Court, Portland 13.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HOME OFFICE - LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP

EUGENE CLAIMS OFFICE
215 I.O.O.F. BLDG. - 87 E. BROADWAY
EUGENE, OREGON

January 18, 1950

Oregon State Highway Commission
Salem, Oregon

Re: Hugh L. Carter
Loss of 8/4/49

Gentlemen:

This company has made certain expenditures in connection with the repair of our assured's automobile as a result of damage done the automobile by a paving crew on August 4, 1949, north of Newport, Oregon, on U.S. Highway #101. We will appreciate your advising us the name of the company which was doing the construction work at this point on the date the damage was done, in order that we may proceed against them in making recovery for our damages.

Very truly yours,

R.C. Turner
Property Damage Section

RCT:fk

RECEIVED
JAN 1 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 24 1949
FOR FILING

F, 1-3

7-78(6) 7.123 (12)

3032.

December 22, 1949

General Casualty Company of America
Beely & Co., Agents
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J.H. & E.J. Conley, on contract No. 3032, covering grading and bit. mac. surfacing on the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County. This payment, in the amount of $1,833.34, will be made on or after December 31, 1949. The retained percentage is $10,383.52.

There are claims filed against this project by the Agate Beach Water District of which you have been previously notified, in the amount of $78.81.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FR

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington

NOTED ON CARD
12-22-49, jk

RECEIVED
DEC 28 1949
FOR FILING

F-98(6)
F-133(12)
3032

M. J. CONLEY
LA 5765

J. N. & M. J. CONLEY
GENERAL CONTRACTORS
4532 N. E. ROYAL COURT
PORTLAND 18, OREGON

December 16, 1949

MAIL REPLY TO
THIS ADDRESS

W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W C WILLIAMS

Dear Sir:

Regarding claim mentioned in your letter of December 14, (Agate Beach Water District) please be advised that we have paid it as of this date.

Very truly yours,

J. N. & M. J. Conley

J N Conley

NOTED

RECEIVED
DEC 16
OREGON
STATE HIGHWAY COMMISSION

12-16-49 Egl

RECEIVED
DEC 15 1949
FOR FILING

F 98(6)
F133(13)
5032

File

December 14, 1949

W. N. and M. J. Conley
1332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We have been furnished a copy of letters addressed to you under date of November 4 and December 10 by the Agate Beach Water District, relative to a claim they are making for some water mains which the Water District alleges you damaged.

Will you please advise what action you intend to take in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

HCW:mm

cc Mr. J. M. Devers

12-14-49

Agate Beach Water District,
Agate Beach, Oregon.

December 10th,1949

J.N. and M.J.Conley,
4332 NE Royal Court,
Portland, Oregon.

Gentlemen:

On November 4th, we sent you bill for our actual costs for repairs to Pipe Lines, which were broken by your grading equipment incident to your in relocating Highway 101 through Agate Beach.

May we be favored with your check for $78.81, by return mail.

Yours very truly,

Agate Beach Water District,

By J.F.Guerin, District Clerk

CC-Mr.A.H.Devers
✓CC-Mr.R.H.Baldock
CC-Mr.David Eason

NOTED
W C WILLIAMS

RECEIVED
DEC 14 1949
OREGON
STATE HIGHWAY COMMISSION

12-14-49 gl

RECEIVED
NOV 18 1949
FOR FILING

798(6)-
7133(12)
3032

November 15, 1949

Deely and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim by the Agate Beach Water District, Agate Beach, Oregon, against J. E. and M. J. Comley in the amount of $76.61. This claim appears to be in connection with our Contract 3032 for grading and bituminous macadam surfacing on the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County.

This information is provided as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 3032.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAG:mt
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

J. E. and M. J. Comley
4332 N. E. Royal Court
Portland 13, Oregon

NOTED ON CARD
11-15-49 PAG

FORM S-20 REV 6-48 30001

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1949

3032

SUBJECT:

To: Mr. H. B. Glaisyer

Secretary

Dear Mr. Glaisyer:

For such purpose as it may serve I am attaching a carbon copy of a statement or communication addressed to J. N. and M. J. Conley by the Agate Beach Water District in which the District is calling for the payment of $78.81 which the District sustained by reason of the contractor's operations.

May I suggest that this item be called to the attention of the contractors and be kept for reference before the job is final.

NOTED
H. B. GLAISYER

Very truly yours,

J. M. DEVERS

JMD:NH
Enc.

cc - W. C. Williams

REFERRED TO
SECRETARY

NOTED ON CARD
11-10-49

note on card
request name address & county contractor
NBL

C
O
P
Y

AGATE BEACH WATER DISTRICT
Agate Beach, Oregon

J.N. and M.J.Conley,
4332 NE Royal Court,
Portland,Oregon.

November 4th, 1949

Gentlemen:

Following is our bill covering our actual costs for repairs to our Pipe Lines which were necessary to repair after they had been broken by your grading equipment:

"For removing, replacing and repairing Water pipe line serving Briggs Service Station, which was broken by one of your dozers:

Labor	$ 20.00	
Material	8.00	$ 28.00

For repairing Mrs. Tackaberry's water pipe line broken at corporation:

Labor	$ 39.50	
Material	11.31	
		$50.81

Total Amount Due $78.81

Yours very truly,

Agate Beach Water District,

By J. F. Guerin
J. F. Guerin, District Clerk

CC-Mr. David Eason,
District Engineer,
State Highway Department,
Salem, Oregon

CC-Mr. A.H. Devers,
Chief Counsel,
State Highway Department,
Salem, Oregon

NOTED ON CARD
11-10-49 C

RECEIVED
OCT 12 1949
FOR FILING

F-99(4)
F-133 (12)
3032

Salem, Oregon
October 11, 1949

Mr. H. G. Smith

Some time back, I referred to you for investigation further claims made by the Agate Beach Water District over and above the originally approved $1,170 claimed. You were to furnish to me reports from Mr. Mason and Mr. Walters relative to the additional claims but did not return the billing.

I am unable to arrive at any satisfactory solution of this matter from Mr. Walters' letter. In the first instance, it should be definitely understood that I am not advocating that the State pay any unjust claims, as we certainly do not wish to be classed as an indulgent uncle. On the other hand, where a claim is in doubt and we have definite data with which to refute the claim, we should not further endanger our public relations, which are none too good as it is, by denial of claims without facts.

I had previously suggested that Mason and Walters personally hold a conference with the Agate Beach Water District and try to work this claim out in an amicable manner. I therefore request that such a conference be arranged and such claims as can be allowed be definitely approved and the Water District officials be definitely advised that certain claims are not allowed and the reasons therefor.

This matter has been going on for a considerable length of time and it should be settled as rapidly as possible on a basis that is fair and satisfactory to each party.

W. C. Williams

WCW:hi

FORM E-90 15M 12-49 27000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

I hand you herewith report from Mr. Eason relative to the additional claims being made by the Agate Beach Water District. Mr. Walters feels that two of the claims should be rejected and a material reduction made in the claim for lowering the pipe along the Block and Mathew property.

I think both Mr. Eason and Mr. Walters feel that the Agate Beach Water District regard the Highway Department as an indulgent uncle who will allow any claim which the present.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-80 REM 6-48 30908

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1949

21-1025

SUBJECT:

To: Mr. H. G. Smith,
Construction Engineer.

Dear Sirs

This will reply to your letter of September 7 with respect to further claims being made by the Agate Beach Water District over and above the originally approved $1,170.00.

I referred this matter to Mr. Walters and he has replied by the attached report, commenting on each of the items included. If it is determined by the Legal Department that we should pay these claims after they peruse the attached report, then we will ask the water district to prepare their billing accordingly.

Yours very truly,

F. D. MASON,
Division Engineer.

FDM:AM

RECEIVED
SEP 21 1949
DIVISION ENGINEER

Newport, Oregon
September 20, 1949

Agate Beach Water District Claims.
21-1025

Mr. F. D. Eason
Division Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 8, 1949, also January 17, 1949.

It is noted that an item for $89.68 is still included in this claim despite my explanation and protest, dated March 16, 1949. I continue to maintain that the state is in no way involved in this item and should be eliminated.

Item: "Lowering pipe between shut-off on Woody Way Street and Highway 101, $55.72.

This item should be eliminated. This is a new line that was laid, apparently without permit, about the time construction was in progress. Grades were set across that portion of the project that had been partially graded. The Water District laid their line with very sketchy reference to these grades and without further advice to this office, extended the pipe across State Right-of-Way to the westerly boundary at a point which was far above our finished grade, necessitating its removal. I do not feel that the Department is in any way obligated for this item.

Item: "Dug up and lowered pipe line along Block's and Mathew's property, $395.31.

I feel that this item is unconscionably padded. This work was done without any possible control from this office, by an old man supervised by two antediluvian residents. The highest possible labor cost for the item of $375.64 should have been about $50.00, and possibly $75.00 hoe rental. I feel that this item should be negotiated.

Item: "Repair pipe line serving Mrs. Tackaberry, $50.81.

The principal cost of this item is due to the obstinate refusal of the District Officers' to take care of this line. They were notified several times and the completion of the grading at this point was delayed two weeks in an effort to get them to take care of it. The line was eventually broken by the Contractors equipment. No recommendation.

Item: "Repair pipe line broken by State dozer while grading trail down to the beach, $19.64.

This line crosses the canyon in Lucky Gap Street, on top of the ground, hidden by tin cans and other debris, and was not visible to the machine operator at the time the grading was done. We are no-doubt responsible for this item.

The first two items involved were caused by the necessity of lowering the pipe lines, due to the wide grading of parking area construction adjacent to Woody Way and Gilbert Streets, and the necessity of constructing approaches to these streets.

Very truly yours,

S. F. Walters

S. F. Walters,
Sr. Resident Engineer.

CC: W. C. Williams
H. C. Smith

SFW/ms

RECEIVED
OCT 4 1949
FOR FILING

7-98(6) 7-133
3032

October 4, 1949

J. M. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 30 days, from July 31 to August 30, 1949, within which to complete your contract No. 3032 covering the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Shoen,
Division Engineer

H. O. Smith

NOTED ON CARD
10-4-49 gl

RECEIVED
SEP 26 1949
FOR FILING

7-98(6)
3032

September 23, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to J. N. & M. J. Conley a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3032 for grading and surfacing on the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County. This payment, which is in the amount of $20,757.91, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $9,627.66. The present payment to the contractor will be made on or after October 3, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
9-23-49 g C

RECEIVED
SEP 14 1940
FOR FILING

798(6) 7-133(12)
3032

September 9, 1940

Request for extension of time
No. 16
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from J. H. and H. J. Conley, Contractors, for an extension of time on Contract No. 3032, Agate Beach-Newport Section of the Oregon Coast Highway, from July 31, 1940 to August 20, 1940.

Unfavorable weather conditions definitely delayed oiling operations for the first part of the season. However, actual oiling was completed by August 16, and the balance of the work consisted only of cleanup.

I recommend that the extension be granted without penalty, and Mr. T. H. Banfield of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

WCW:RHB:er

RECEIVED
SEP 9 1940
FOR FILING

E112

7-98(6) & 7-123(12)
3032

September 7, 1940

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1940 on Contract No. 3032, Agate Beach-Newport Section in connection with Federal Aid Project Nos. F-98 (6), F-123 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

HHPrud
cc: John Cottrell

RECEIVED
SEP 2 1949
FOR FILING

7-98(6) 7-133(12)
F032

F1

August 31, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2035, Agate Beach-Newport Section of the Oregon Coast Highway, Cons. F-98 (6) and F-133 (12) from July 31, 1949 to August 10, 1949 to J. E. and M. J. Conley, Contractors.

Weather conditions during the early spring months definitely delayed the excavation operations. It was unable to complete the oiling until the first part of August.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

Form B-1—632—1-48

79? (6)
7-13 (12)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 12, 1949

Section Agate Beach-Newport

Highway Oregon Coast

Contractor J. N. & M. J. Conley

Date of Contract July 1, 1948

Date work started July 6, 1948

Amount of contract $324,007.50

Estimated cost of completed project, exclusive of engineering $325,000.00

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $20,350.00, 6.2%

Kind of work Grading, Surfacing, & Bit. Macadam

Section prefix 21-1025

Contract number 3032

Date of completion July 31, 1949

Estimated date of completion ~~August 20,~~ 1949

Per cent of time elapsed 103%

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor maintaining oil surface with brush. Release held for repairs to Concrete.

Signed S. V. Walles

Address Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed		DEFERRED TO FINAL REPORT			
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ...1....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	Fair		
Saturday	Fair		

RECEIVED
AUG 15 1919
OFFICE OF
CONSTRUCTION ENGINEER

Form E-1—332—1-48

798 (1/2) (12)
7133

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 6,.1949, 19

Section Agate Beach-Newport

Highway Oregon Coast

Contractor J.M. & M.J. Conley

Date of Contract July 1, 1948, 19

Date work started July 6, 1948, 19

Amount of contract $24,007.50

Kind of work Grading; Surfacing; Bit. Mac.

Section prefix 21-1025

Contract number 5032

Date of completion July 31, 1949, 19

Estimated date of completion August 6, 1949, 19

Per cent of time elapsed 102 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 325,000

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 19,500, ... %

Date project was completed Aug. 6, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed oiling of section Sat. Aug. 6. Blade being held for maintaining oil mats and there will have to be a small amount of ½-0 scattered and this has been arranged with a local hauling contractor as the oiling contractor moved out.

There remains some remeasuring to do and the office force will be working on final toll complete. Messrs. Smith & Eason in this week and ordered driveways oiled.

Signed S H Wells

Address Newport

NOTED

E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	DEFERRED TO FINAL REPORT				
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ..... Retort 1, Distributor 1 . . . . . , ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain & Fog		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

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AUG - 9 1949
OFFICE OF
CONSTRUCTION ENGINEER

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AUG 9 1949
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

F-98(6)
F-133(12)

August 5, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In view of the explanation given in Mr. Williams' letter of August 3, 1949, we are recommending approval of Price Agreement No. 4 on Oregon Projects No. F-98(6) and F-133(12), Agate Beach - Newport Section of the Oregon Coast Highway.

We wish to clarify what appears to be a misunderstanding, namely, that discontinuance of the use of cutbacks and emulsions in seal coats placed earlier than September 1 was approved several months ago as stated in the last sentence of Mr. Williams letter. The discontinuance of the use of these materials after September 1 has our approval. We see no reason why there should be a general discontinuance of the use of these materials prior to September 1 on projects now under contract.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 10 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 4 1949
FOR FILING

F-98(6)
F-133 (12)

File

August 3, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of July 19, concerning Price Agreement No. 4 on the Agate Beach-Newport Section, Projects F-98 (6) and F-133 (12).

Substitution of 120-150 asphalt for oxidized or semi-oxidized asphalt, in the binder course, was desirable and necessary because of the fact that the base to be bound had taken little oil and was so loose that the thin bituminous concrete would flow through with insufficient binding effect.

Substitution of the heavier asphalt in the seal coat was considered desirable as experience has indicated that during warm weather we obtain better results with 120-150 asphalt than with lighter materials. Specifying of oxidized and emulsions in seal coats placed earlier than September 1 was discontinued, with your approval, several months ago.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

FEDERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 7180
PORTLAND 8, OREGON

July 19, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of July 12th enclosing a Price Agreement No. 4 substituting 121-150 asphalt for cutback a emulsified asphalt as specified for Oregon Federal-aid projects F-98(6) and F 133(12), the Agate Beach-Newport Section.

We note the explanation for this substitution is to obtain a stable base for oil with the loose rock surfacing. However, our inspections indicate the oiling should be completed about August 1st and we are at a loss as to why the change in specifications is necessary at this time of the year, particularly as regards the seal coat.

If this change is necessary we should be advised of facts justifying the proposed substitution. The Price Agreement will be held pending receipt of your reply.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 20 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 13 1949
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
~~WASHINGTON~~

F-133(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
~~XXXXXXXXX~~
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your file is an executed copy of an agreement for Oregon F-133(12), Agate Beach-Newport Section of the Pacific Highway in Lincoln County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN - 3 1949
OREGON
STATE HIGHWAY COMMISSION

Jron

(Rev. 1946)

48 pr. 7688

State [redacted]

Federal Aid Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of June, 19 49,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 31st day of May, 19 47, a program, which was approved on the 2nd day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of May, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-one thousand and 00/100

dollars ($ 141,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11870-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1929; Chapter 329, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 921+25 in the NW 1/4, Section 29, T. 10 S., R. 11 W., W.M., and survey station 1051+47.6 on the north and south centerline of Section 8, T. 11 S., R. 11 W., W.M., in Newport at the Corvallis-Newport Highway, except stations 975+17.2 to 1033+58,

, length 1.611 miles, in Lincoln County, being Oregon Federal Aid project No. F-133(12), consisting of 1.611 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ one hundred forty-one thousand and 00/100 _____ dollars ($141,000.00), which does not exceed the authorized Federal pro rata share of _____ two hundred thirty-six thousand four hundred thirty-six and 75/100 _____ dollars ($236,436.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorising funds and probable amount annually available) Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 232

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____

Chairman, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

Attest _____
SECRETARY

RECOMMENDED FOR APPROVAL:

_____
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
MAY 27 1949
OREGON DISTRICT

RECEIVED
JUN 13 1949
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON F-98(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for your file is an executed agreement for Oregon F-98(6), Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN -3 1949
OREGON
STATE HIGHWAY COMMISSION

Form PR 1 (Revised 1946)

PI 7686

State Oregon

Federal Aid Project No. F-26(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of June, 19 49,

by and between The Oregon State Highway Commission,

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 19 47, a program, which was approved on the 2nd day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of May, 19 49; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-nine thousand and 00/100

dollars ($ 49,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 289, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 850+50 and survey station 921+85, all in the NW 1/4, Section 29, T. 10 S., R. 11 W., W.M., without exception,

, length 0.630 miles, in Lincoln County, being Oregon Federal Aid project No. F-98(6), consisting of 0.630 miles of roadway and [illegible] bridges, each of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-nine thousand and 00/100 dollars ($ 49,000.00), which does not exceed the authorized Federal pro rata share of eighty-one thousand, nine hundred fifty-three and 85/100 dollars ($ 81,953.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the state treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By _____
Chairman, State Highway Commission

(Title of officer)

By _____
Member, State Highway Commission

(Title of officer)

By _____
Member, State Highway Commission

(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

Attest _____
SECRETARY

RECOMMENDED FOR APPROVAL:

_____
Assistant STATE HIGHWAY ENGINEER

U. S. GOVERNMENT PRINTING OFFICE 16—11270-2

RECEIVED
MAY 27 1949
OREGON DISTRICT

RECEIVED
JUN 2 1949
FOR FILING
F133(12)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Agate Beach-Newport Section, Project No. F-133 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ae

Encl.

Oregon State Highway Department — Federal Aid Project No. F-133 (12)

AGATE BEACH-NEWPORT SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, April 11, 1949

OUTSIDE CITY

Item Code No. 2251

2-Lane Pavement (Sta. 727+72 to 755+17.2) (Sta. 1013+50 to 1044+39)

All Required		Clearing and Grubbing (54%)			$ 6,912.00
3,360	cu. yds.	Structural Excavation, Unclassified	$ 2.50		8,400.00
410	cu. yds.	Trench Excavation, Unclassified	1.75		727.50
36,000	cu. yds.	General Excavation, Unclassified	0.34		12,240.00
233,000	yd. sta.	Short Overhaul	0.01		2,330.00
5,270	C-yd. sta.	Long Overhaul	0.40		2,108.00
320	cu. yds.	Excavating and Placing Topsoil	0.75		240.00
160	yd. mi.	Truck Haul on Topsoil	0.25		40.00
4,100	lin. ft.	Mounting Cutbanks	0.14		574.00
1.11	miles	Finishing Roadbed and Slopes	500.00		555.00
4,880	lin. ft.	8" Perforated Metal Drain Pipe	1.75		8,540.00
1,130	lin. ft.	12" Concrete Pipe	1.70		1,921.00
370	lin. ft.	18" Concrete Pipe	3.50		1,295.00
430	lin. ft.	24" Concrete Pipe	4.70		2,021.00
30	lin. ft.	6" Concrete Drain Pipe	0.75		22.50
700	lin. ft.	Salvaging Culvert Pipe	1.75		1,225.00
1,400	cu. yds.	Rock or Gravel Backfill in Drains	3.50		4,900.00
60	cu. yds.	Class "A" Concrete in Box Culverts	62.00		3,720.00
7,800	lbs.	Metal Reinforcement in Box Culverts	0.14		1,092.00
8	cu. yds.	Concrete Headings	62.00		496.00
750	cu. yds.	Salvaging Surfacing Materials	1.25		937.50
13,300	cu. yds.	Crusher-run Rock in Subbase	1.85		24,605.00
2,100	cu. yds.	2" - 0" Rock in Base	2.25		4,725.00
2,790	cu. yds.	3/4" - 0" Rock in Base & Shoulders	2.50		6,975.00
450	M-gal.	Sprinkling	2.00		900.00
1.11	miles	Preparation of Base	250.00		277.50
1,310	cu. yds.	Furnish and Place Aggregates	3.50		4,585.00
10	tons	Furnish & Place MC-3 Asphalt in Binder Course	45.50		455.00
84	tons	Furnish & Place 120-150 Asphalt	45.50		3,822.00
6	tons	Furnish & Place RC-3 or Emulsified Asphalt in Seal Coat	45.50		273.00
			Subtotal		$106,904.00
			10% Engr. & Cont.		10,690.40
			Total		$117,594.40

Length	1.105 miles
Cost per mile	$106,420.27

Type Code No. 2251

4-Lane Pavement (Sta. 221+25 to 227+72)

All Required		Clearing and Grubbing (6%)		$ 768.00
300	cu. yds.	Structural Excavation, Unclassified	$ 2.50	750.00
11,000	cu. yds.	General Excavation, Unclassified	0.34	3,740.00
3,500	yds. sta.	Short Overhaul	0.01	35.00
660	cu. yds.	Removing and Placing Topsoil	0.75	495.00
330	yds. sta.	Truck Haul on Topsoil	0.25	82.50
2,550	lin. ft.	Rounding Cutbanks	0.14	357.00
0.12	mile	Finishing Roadbed and Slopes	500.00	60.00
30	lin. ft.	24" Half-Circle Corr. Metal Pipe	3.20	96.00
300	lin. ft.	24" Concrete Pipe	4.70	1,386.00
260	lin. ft.	8" Sewer Pipe	1.25	300.00
240	lin. ft.	12" Sewer Pipe	1.70	408.00
5	only	Concrete Catch Basins	62.00	310.00
1	only	Type "A" Manholes	380.00	380.00
150	cu. yds.	Concrete Curbs	62.00	9,300.00
All Required		Constr. Necessary for Traffic Control Markers (20%)		18.00
550	lin. ft.	1" Electrical Conduit	0.75	435.00
60	cu. yds.	Salvaging Surfacing Materials	1.25	75.00
2,730	cu. yds.	Crusher-run Rock in Sub-base	1.85	5,050.50
1,120	cu. yds.	2" - 0" Rock in Base	2.25	2,520.00
810	cu. yds.	3/4" - 0" Rock in Base & Shoulders	2.50	2,025.00
110	M-gal.	Sprinkling	2.00	220.00
0.12	mile	Preparation of Base	250.00	30.00
670	cu. yds.	Furnish & Place Aggregates	3.50	2,345.00
24	tons	Furnish & Place RC-3 Asphalt in Binder Course	45.50	1,092.00
44	tons	Furnish & Place 121-150 Asphalt	45.50	2,002.00
18	tons	Furnish & Place RC-3 or Emulsified Asphalt in Seal Coat	45.50	819.00
			Subtotal	$ 36,529.00
			10% Engr. & Cont.	3,452.90
			Total	$ 39,981.90

Length	0.122 mile
Cost per mile	$320,343.44

INSIDE CITY OF NEWPORT

Type Code No. 2251

4-Lane Pavement (Sta. 104+39 to 106+67.6)

All Required	Clearing and Grubbing (20%)		$ 2,560.00

1,320	cu. yds.	Structural Excavation, Unclassified	$ 1.50	$ 1,980.00
30,000	cu. yds.	General Excavation, Unclassified	0.35	10,500.00
39,000	yds. stns.	Short Overhaul	0.01	390.00
10	C-yds. stns.	Long Overhaul	0.40	4.00
160	cu. yds.	Excavating and Placing Topsoil	0.75	120.00
80	yds. mi.	Truck Haul on Topsoil	0.25	20.00
0.38	mile	Finishing Roadbed & Slopes	500.00	190.00
80	lin. ft.	18" Concrete Pipe	3.50	280.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.30	1,060.00
250	lin. ft.	42" Extra Strength Concrete Pipe	12.50	3,125.00
1,730	lin. ft.	8" Sewer Pipe	1.25	2,162.50
1,290	lin. ft.	12" Sewer Pipe	1.70	2,193.00
370	lin. ft.	15" Sewer Pipe	2.10	777.00
18	each	Concrete Catch Basins	62.00	2,232.00
11	each	Type "B" Manholes	145.00	1,595.00
230	lin.yds.	Concrete Curbs	62.00	13,080.00
200	cu. yds.	Salvaging Surfacing Materials	1.25	250.00
7,110	cu. yds.	Crusher-run Rock in Sub-base	1.85	13,153.50
1,230	cu. yds.	2" - 0" Rock in Base	2.45	3,013.50
1,240	cu. yds.	1/2" - 0" Rock in Base & Shoulders	2.50	3,100.00
240	M-gal.	Sprinkling	2.00	480.00
0.38	mile	Preparation of Base	250.00	95.00
1,270	cu. yds.	Furnish & Place Aggregates	3.50	4,445.00
30	tons	Furnish & Place RC-3 Asphalt in Binder Course	45.50	1,365.00
84	tons	Furnish & Place 120-150 Asphalt	45.50	3,822.00
18	tons	Furnish & Place RC-3 or Emulsified Asphalt in Seal Coat	45.50	819.00
		Subtotal		$ 72,509.50
		10% Engr. & Cont.		7,250.95
		Total		$ 79,760.45

Length 0.38 mile
Cost per mile $207,709.50

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
2-lane Pavement	$117,594.40	$ 70,128.00	$ 47,466.40
4-lane Pavement	39,081.90	23,307.00	15,774.90
Inside City			
4-lane Pavement	79,760.45	47,565.00	32,195.45
	$236,436.75	$141,000.00	$ 95,436.75

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint: Chap. 529, Laws 1939.

May 7, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Agate Beach-Newport Section, Project No. F-139 (12), which estimate has been revised by elimination of the construction of the all footpath, which work was included in the P.S. & E. papers sent to you previously.

We are sending, under separate cover, the following papers, also revised to eliminate the footpath items:

1. Special provisions, page 1 and page 31, 32, 33 and 34, the one page replacing the four pages in the proposals you now have

2. Bid item sheet number 5

3. Plan sheets numbers 2, 2-A, 4, 5, 6, 10, 11 and 12

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-133 (12)

AGATE BEACH-NEWPORT SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 7, 1948

OUTSIDE CITY

2-Lane Pavement (Sta. 927+72 to 955+17.2)
(Sta. 1013+50 to 1024+39)

All Required		Clearing and Grubbing (54%)		$ 8,100.00
3,360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	10,080.00
410	cu. yds.	Trench Excavation, Unclassified	3.00	1,230.00
36,000	cu. yds.	General Excavation, Unclassified	0.40	14,400.00
233,000	yd. stas.	Short Overhaul	0.02	4,660.00
5,270	C-yd. stas.	Long Overhaul	0.50	2,635.00
320	cu. yds.	Excavating and Placing Topsoil	1.50	480.00
160	yd. mi.	Truck Haul on Topsoil	0.15	24.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
1.11	miles	Finishing Roadbed and Slopes	600.00	666.00
4,880	lin. ft.	8" Perforated Metal Drain Pipe	1.50	7,320.00
1,130	lin. ft.	12" Concrete Pipe	2.00	2,260.00
370	lin. ft.	18" Concrete Pipe	3.00	1,110.00
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00
30	lin. ft.	6" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	Salvaging Culvert Pipe	1.50	1,050.00
1,400	cu. yds.	Rock or Gravel Backfill in Drains	4.00	5,600.00
60	cu. yds.	Class "A" Concrete in Box Culverts	60.00	3,600.00
7,800	lbs.	Metal Reinforcement in Box Culverts	0.12	936.00
8	cu. yds.	Concrete Headings	50.00	400.00
750	cu. yds.	Salvaging Surfacing Materials	1.50	1,125.00
13,300	cu. yds.	Crusher-run Rock in Subbase	2.00	26,600.00
2,100	cu. yds.	2" - 0" Rock in Base	2.50	5,250.00
2,790	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	6,975.00
450	M-gals.	Sprinkling	3.00	1,350.00
1.11	miles	Preparation of Base	200.00	222.00
1,310	cu. yds.	Furnishing and Placing Aggregates	3.75	4,912.50
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	400.00
84	tons	Furnishing and Placing 121-150 Asphalt	40.00	3,360.00

Oregon State Highway Department — Federal Aid Project No. F-133 (12)

AGATE BEACH-NEWPORT SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 7, 1948

OUTSIDE CITY

2-Lane Pavement (Sta. 927+72 to 955+17.2) (Sta. 1013+50 to 1027+39)

All Required		Clearing and Grubbing (Lump)		$ 8,100.00
3,360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	10,080.00
410	cu. yds.	Trench Excavation, Unclassified	3.00	1,230.00
36,000	cu. yds.	General Excavation, Unclassified	0.40	14,400.00
233,000	yd. sta.	Short Overhaul	0.02	4,660.00
5,270	C-yd. sta.	Long Overhaul	0.50	2,635.00
320	cu. yds.	Excavating and Placing Topsoil	1.50	480.00
160	yd. mi.	Truck Haul on Topsoil	0.15	24.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
1.11	miles	Finishing Roadbed and Slopes	600.00	666.00
4,600	lin. ft.	8" Perforated Metal Drain Pipe	1.50	7,320.00
1,130	lin. ft.	12" Concrete Pipe	2.00	2,260.00
370	lin. ft.	18" Concrete Pipe	3.00	1,110.00
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00
30	lin. ft.	6" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	Salvaging Culvert Pipe	1.50	1,050.00
1,400	cu. yds.	Rock or Gravel Backfill in Drains	4.00	5,600.00
60	cu. yds.	Class "A" Concrete in Box Culverts	60.00	3,600.00
7,800	lbs.	Metal Reinforcement in Box Culverts	0.12	936.00
8	cu. yds.	Concrete Headings	50.00	400.00
750	cu. yds.	Salvaging Surfacing Materials	1.50	1,125.00
13,300	cu. yds.	Crusher-run Rock in Subbase	2.00	26,600.00
2,100	cu. yds.	2" - 0" Rock in Base	2.50	5,250.00
2,790	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	6,975.00
450	M-gals.	Sprinkling	3.00	1,350.00
1.11	miles	Preparation of Base	200.00	222.00
1,310	cu. yds.	Furnishing and Placing Aggregates	3.75	4,912.50
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	400.00
84	tons	Furnishing and Placing 121-150 Asphalt	40.00	3,360.00

6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	$ 40.00	$ 240.00
		Subtotal		$117,553.50
		10% Engr. & Cont.		11,755.35
		Total		$129,308.85
		Length	1.105 miles	
		Cost per mile	$117,019.99	

Arizona Entrance (Sta. 921+25 to 927+72)

All Required		Clearing and Grubbing (6%)		$ 900.00
300	cu. yds.	Structural Excavation, Unclassified	$ 3.00	900.00
11,000	cu. yds.	General Excavation, Unclassified	0.40	4,400.00
3,500	yd. sta.	Short Overhaul	0.02	70.00
660	cu. yds.	Excavating and Placing Topsoil	1.50	990.00
330	yd. mi.	Truck Haul on Topsoil	0.15	49.50
2,550	lin. ft.	Rounding Cutbanks	0.15	382.50
0.12	mile	Finishing Roadbed and Slopes	600.00	72.00
30	lin. ft.	24" Half-Circle Corr. Metal Pipe	6.00	180.00
380	lin. ft.	24" Concrete Pipe	4.50	1,710.00
240	lin. ft.	8" Sewer Pipe	1.00	240.00
240	lin. ft.	12" Sewer Pipe	1.50	360.00
5	only	Concrete Catch Basins	50.00	250.00
1	only	Type "A" Manholes	250.00	250.00
150	cu. yds.	Concrete Curbs	50.00	7,500.00
All Required		Constructing Recesses for Traffic Control Markers (20%)		20.00
580	lin. ft.	1" Electrical Conduit	0.60	348.00
60	cu. yds.	Salvaging Surfacing Materials	1.50	90.00
2,730	cu. yds.	Crusher-run Rock in Subbase	2.00	5,460.00
1,120	cu. yds.	2" - 0" Rock in Base	2.50	2,800.00
410	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	1,025.00
110	M-gals.	Sprinkling	3.00	330.00
0.12	mile	Preparation of Base	200.00	24.00
670	cu. yds.	Furnishing and Placing Aggregates	3.75	2,512.50
24	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	960.00
44	tons	Furnishing and Placing 121-150 Asphalt	40.00	1,760.00
18	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	720.00
		Subtotal		$ 35,303.50
		10% Engr. & Cont.		3,503.35
		Total		$ 38,833.85

Length	0.122 mile
Cost per mile	$323,615.41

INSIDE CITY OF NEWPORT

Asphalt Pavement (Sta. 1044+39 to 1054+67.6)

All Required		Clearing and Grubbing (20%)		$ 3,000.00
1,320	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,960.00
30,000	cu. yds.	General Excavation, Unclassified	0.40	12,000.00
39,000	yd. stas.	Short Overhaul	0.02	780.00
10	C-yd. stas.	Long Overhaul	0.50	5.00
160	cu. yds.	Excavating and Placing Topsoil	1.50	240.00
80	yd. mi.	Truck Haul on Topsoil	0.15	12.00
0.36	mile	Finishing Roadbed and Slopes	600.00	228.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00
250	lin. ft.	42" Extra Strength Concrete Pipe	12.00	3,000.00
1,730	lin. ft.	8" Sewer Pipe	1.00	1,730.00
1,290	lin. ft.	12" Sewer Pipe	1.50	1,935.00
370	lin. ft.	15" Sewer Pipe	2.00	740.00
18	only	Concrete Catch Basins	50.00	900.00
11	only	Type "B" Manholes	200.00	2,200.00
210	cu. yds.	Concrete Curbs	50.00	10,500.00
280	cu. yds.	Salvaging Surfacing Materials	1.50	420.00
7,110	cu. yds.	Crusher-run Rock in Subbase	2.00	14,220.00
1,230	cu. yds.	2" - 0" Rock in Base	2.50	3,075.00
1,240	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	3,100.00
240	M-gals.	Sprinkling	3.00	720.00
0.38	mile	Preparation of Base	200.00	76.00
1,270	cu. yds.	Furnishing and Placing Aggregates	3.75	4,762.50
30	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	1,200.00
84	tons	Furnishing and Placing 121-150 Asphalt	40.00	3,360.00
18	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	720.00
			Subtotal	$ 74,123.50
			10% Engr. & Cont.	7,412.35
			Total	$ 81,535.85

Length	0.384 mile
Cost per mile	$212,332.94

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
2-Lane Pavement	$129,306.85	$ 77,685.00	$51,623.85
4-Lane Pavement	38,833.85	23,330.00	15,503.85
Inside City			
4-Lane Pavement	81,535.85	48,985.00	32,550.85
	$249,676.55	$150,000.00	$99,676.55

Oregon State Highway Department — Federal Aid Project No. F-133 (12)

AGATE BEACH-WALDPORT SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 6, 1948

OUTSIDE CITY

2-Lane Pavement (Sta. 927+72 to 955+17.2)
(Sta. 1013+50 to 1044+39)

All Required		Clearing and Grubbing (54%)		$ 8,100.00
3,360	cu. yds.	Structural Excavation, Unclassified	$ 3.00	10,080.00
410	cu. yds.	Trench Excavation, Unclassified	3.00	1,230.00
36,000	cu. yds.	General Excavation, Unclassified	0.40	14,400.00
233,000	yd. stas.	Short Overhaul	0.02	4,660.00
5,270	C-yd. stas.	Long Overhaul	0.50	2,635.00
320	cu. yds.	Excavating and Placing Topsoil	1.50	480.00
160	yd. miles	Truck Haul on Topsoil	0.15	24.00
4,100	lin. ft.	Rounding Cutbanks	0.15	615.00
1.11	miles	Finishing Roadbed and Slopes	600.00	666.00
4,880	lin. ft.	8" Perforated Metal Drain Pipe	1.50	7,320.00
1,130	lin. ft.	12" Concrete Pipe	2.00	2,260.00
370	lin. ft.	18" Concrete Pipe	3.00	1,110.00
430	lin. ft.	24" Concrete Pipe	4.50	1,935.00
30	lin. ft.	6" Concrete Drain Pipe	0.60	18.00
700	lin. ft.	Salvaging Culvert Pipe	1.50	1,050.00
1,400	cu. yds.	Rock or Gravel Backfill in Drains	4.00	5,600.00
60	cu. yds.	Class "A" Concrete in Box Culverts	60.00	3,600.00
7,800	lbs.	Metal Reinforcement in Box Culverts	0.12	936.00
8	cu. yds.	Concrete Headings	50.00	400.00
750	cu. yds.	Salvaging Surfacing Materials	1.50	1,125.00
13,300	cu. yds.	Crusher-run Rock in Subbase	2.00	26,600.00
2,100	cu. yds.	2" - 0" Rock in Base	2.50	5,250.00
2,790	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	6,975.00
450	M-gals.	Sprinkling	3.00	1,350.00
1.11	miles	Preparation of Base	200.00	222.00
1,310	cu. yds.	Furnishing and Placing Aggregates	3.75	4,912.50
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	400.00

Small plan to PKA
5/7/48

84 tons	Furnishing and Placing 121-150 Asphalt	$ 40.00	$ 3,360.00	
6 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	240.00	
~~370 cu. yds.~~	~~3/4" - 0" Rock in Footpath Foundation Course~~	~~4.00~~	~~1,480.00~~	
~~84 cu. yds.~~	~~Furnishing and Placing Aggregates in Footpath~~	~~4.00~~	~~336.00~~	
~~2 tons~~	~~Furnishing and Placing 121-150 Asphalt in Footpath~~	~~40.00~~	~~80.00~~	
	Subtotal		~~$120,809.50~~	117552.50
	10% Engr. & Cont.		~~12,080.95~~	11757.25
	Total		~~$132,890.45~~	129309.75
	Length	1.105 miles		
	Cost per mile	~~$119,665.56~~	117,019.59	

4-Lane Pavement (Sta. 921+25 to 927+72)

All Required	Clearing and Grubbing (6%)		$ 900.00	
300 cu. yds.	Structural Excavation, Unclassified	$ 3.00	900.00	
11,000 cu. yds.	General Excavation, Unclassified	0.40	4,400.00	
3,500 yd. sta.	Short Overhaul	0.02	70.00	
660 cu. yds.	Excavating and Placing Topsoil	1.50	990.00	
330 yd. mi.	Truck Haul on Topsoil	0.15	49.50	
2,550 lin. ft.	Rounding Cuthanks	0.15	382.50	
0.12 mile	Finishing Roadbed and Slopes	600.00	72.00	
30 lin. ft.	24" Half-Circle Corr. Metal Pipe	6.00	180.00	
380 lin. ft.	24" Concrete Pipe	4.50	1,710.00	
240 lin. ft.	8" Sewer Pipe	1.00	240.00	
240 lin. ft.	12" Sewer Pipe	1.50	360.00	
5 only	Concrete Catch Basins	50.00	250.00	
1 only	Type "A" Manholes	250.00	250.00	
150 cu. yds.	Concrete Curbs	50.00	7,500.00	
All Required	Constructing Recesses for Traffic Control Markers (20%)		20.00	
580 lin. ft.	1" Electrical Conduit	0.60	348.00	
60 cu. yds.	Salvaging Surfacing Materials	1.50	90.00	
2,730 cu. yds.	Crusher-run Rock in Subbase	2.00	5,460.00	
1,120 cu. yds.	2" - 0" Rock in Base	2.50	2,800.00	
810 cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	2,025.00	
110 M-gals.	Sprinkling	3.00	330.00	
0.12 mile	Preparation of Base	200.00	24.00	
670 cu. yds.	Furnishing and Placing Aggregates	3.75	2,512.50	

24 tons	Furnishing and Placing MC-3 Asphalt in Binder Course	$ 40.00	$ 960.00	
44 tons	Furnishing and Placing 121-150 Asphalt	40.00	1,760.00	
18 tons	Furnishing and Placing MC-3 or Emulsified Asphalt in Seal Coat	40.00	720.00	
~~60 cu. yds.~~	~~3/4" - 0" Rock in Footpath Foundation Course~~	~~4.00~~	~~240.00~~	
~~15 cu. yds.~~	~~Furnishing and Placing Aggregates in Footpath~~	~~4.00~~	~~60.00~~	
~~4 tons~~	~~Furnishing and Placing 121-150 Asphalt in Footpath~~	~~40.00~~	~~160.00~~	
	Subtotal		$ 35,873.50	35303.50
	10% Engr. & Cont.		~~3,587.35~~	3530.35
	Total		$ 39,460.85	38833.15
Length	0.12 mile			
Cost per mile	~~$328,838.75~~		$ 323,615.41	

INSIDE CITY OF NEWPORT

Arlene Pavement (Sta. 104+39 to 106+67.6)

All Required		Clearing and Grubbing (20%)		$ 3,000.00
1,320	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,960.00
30,000	cu. yds.	General Excavation, Unclassified	0.40	12,000.00
39,000	yd. stas.	Short Overhaul	0.02	780.00
10	C-yd. stas.	Long Overhaul	0.50	5.00
160	cu. yds.	Excavating and Placing Topsoil	1.50	240.00
80	yd. mi.	Truck Haul on Topsoil	0.15	12.00
0.38	mile	Finishing Roadbed and Slopes	600.00	228.00
80	lin. ft.	18" Concrete Pipe	3.00	240.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00
250	lin. ft.	42" Extra Strength Concrete Pipe	12.00	3,000.00
1,730	lin. ft.	8" Sewer Pipe	1.00	1,730.00
1,290	lin. ft.	12" Sewer Pipe	1.50	1,935.00
370	lin. ft.	15" Sewer Pipe	2.00	740.00
18	only	Concrete Catch Basins	50.00	900.00
11	only	Type "B" Manholes	200.00	2,200.00
210	cu. yds.	Concrete Curbs	50.00	10,500.00
280	cu. yds.	Salvaging Surfacing Materials	1.50	420.00
7,110	cu. yds.	Crusher-run Rock in Subbase	2.00	14,220.00
1,230	cu. yds.	2" - 0" Rock in Base	2.50	3,075.00
1,240	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	3,100.00
240	M-gals.	Sprinkling	3.00	720.00
0.38	mile	Preparation of Base	200.00	76.00
1,270	cu. yds.	Furnishing and Placing Aggregates	3.75	4,762.50

30 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$ 40.00	$ 1,200.00
84 tons	Furnishing and Placing 121-150 Asphalt	40.00	3,360.00
18 tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	720.00
		Subtotal	$ 74,123.50
		10% Engr. & Cont.	7,412.35
		Total	$ 81,535.85
	Length	0.384 mile	
	Cost per mile	$212,332.94	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
2-Lane Pavement	~~$132,890.45~~ 129301.85	~~$ 79,278.00~~ 77685.00	~~$ 53,612.45~~ 51623.85
4-Lane Pavement	~~39,463.05~~ 38833.85	~~23,660.00~~ 23330.00	~~15,774.05~~ 15503.85
Inside City			
4-Lane Pavement	~~$1,535.85~~	~~18,961.00~~ 18985.00	~~32,574.85~~ 32550.85
	~~$253,229.35~~	~~$150,000.00~~	~~$103,229.35~~ 99678.55
	241,678.55	150000.00	

RECEIVED
JUN 2 1949
FOR FILING

F98(6)

April 29, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Agate Beach-Newport Section, Project No F-98 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ge

Encl.

Oregon State Highway Department — Federal Aid Project No. F-98 (6)

AGATE BEACH-NEWPORT SECTION

OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, April 11, 1949

Type Code No. 5251
2-Lane Pavement (Sta. 898+50 to 913+86)

All Required		Clearing and Grubbing (1&5)		$ 1,792.00
630	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,525.00
43,000	cu. yds.	General Excavation, Unclassified	0.34	14,620.00
3,000	yd. sta.	Short Overhaul	0.01	30.00
350	cu. yds.	Excavating and Placing Topsoil	0.75	262.50
170	yd. mi.	Truck Haul on Topsoil	0.25	42.50
2,050	lin. ft.	Rounding Cutbanks	0.14	287.00
0.29	mile	Finishing Roadbed and Slopes	500.00	145.00
920	lin. ft.	8" Perforated Metal Drain Pipe	1.75	1,610.00
210	lin. ft.	12" Concrete Pipe	1.70	357.00
170	lin. ft.	18" Concrete Pipe	3.50	595.00
220	lin. ft.	Salvaging Culvert Pipe	1.75	385.00
370	cu. yds.	Rock or Gravel Backfill in Drains	3.50	1,295.00
12	cu. yds.	Concrete Bearings	62.00	744.00
60	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	4.00	240.00
60	cu. yds.	Salvaging Surfacing Material	1.25	75.00
4,600	cu. yds.	Crusher-run Rock in Subbase	1.85	8,510.00
1,200	cu. yds.	2" - 0" Rock in Base	2.25	2,700.00
1,060	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	2,650.00
170	M-gals.	Sprinkling	2.00	340.00
0.29	mile	Preparation of Base	250.00	72.50
450	cu. yds.	Furnishing and Placing Aggregates	3.50	1,575.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.50	455.00
30	tons	Furnishing and Placing 121-150 Asphalt	45.50	1,365.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	45.50	273.00
			Subtotal	$41,945.50
			10% Engr. & Cont.	4,194.55
			Total	$46,140.05
		Length	0.290 mile	
		Cost per mile	$159,103.62	

Item Code No. 5251

Arizona Boulevard (Sta. 913+86 to 921+25)

All Required		Clearing and Grubbing (66)		$ 766.00
310	cu. yds.	Structural Excavation, Unclassified	$ 2.50	775.00
6,000	cu. yds.	General Excavation, Unclassified	0.34	2,040.00
340	cu. yds.	Excavating and Placing Topsoil	0.75	255.00
170	yd. mi.	Truck Haul on Topsoil	0.25	42.50
1,300	lin. ft.	Mounting Cutbanks	0.14	182.00
0.14	mile	Finishing Roadbed and Slopes	500.00	70.00
340	lin. ft.	12" Perforated Metal Drain Pipe	2.10	714.00
190	lin. ft.	12" Concrete Pipe	1.70	323.00
110	lin. ft.	18" Concrete Pipe	3.50	385.00
230	lin. ft.	8" Sewer Pipe	1.25	287.50
270	lin. ft.	12" Sewer Pipe	1.70	459.00
130	cu. yds.	Rock or Gravel Backfill in Drains	3.50	455.00
4	each	Concrete Catch Basins	62.00	248.00
100	cu. yds.	Concrete Curbs	42.00	4,200.00
60	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	4.00	240.00
All Required		Construct Recesses for Traffic Control Markers (30%)		192.00
920	lin. ft.	1" Electrical Conduit	0.75	690.00
4,380	cu. yds.	Crusher-run Rock in Subbase	1.85	8,103.00
720	cu. yds.	2" - 0" Rock in Base	2.25	1,620.00
1,360	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	3,400.00
150	M-gals.	Sprinkling	2.00	300.00
0.14	mile	Preparation of Base	250.00	35.00
610	cu. yds.	Furnishing and Placing Aggregates	3.50	2,135.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.50	455.00
40	tons	Furnishing and Placing 121-150 Asphalt	45.50	1,820.00
8	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	45.50	364.00
			Subtotal	$32,550.00
			10% Engr. & Cont.	3,255.80
			Total	$35,813.80
		Length	0.140 mile	
		Cost per mile	$255,812.85	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
2-Lane Pavement	$46,140.05	$27,587.00	$18,553.05
4-Lane Pavement	35,813.80	21,413.00	14,400.80
	$81,953.85	$49,000.00	$32,953.85

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
MAR 9 1949
FOR FILING

File

F 98 (6)
F-133 (12)
3032

Salem, Oregon
March 8, 1949

Mr. H. G. Smith

Under date of January 20, I addressed a letter to the Agate Beach Water District, having reference to reimbursement to the Water District for certain work performed on their pipe line on the Agate Beach-Newport Section. You have a copy of this letter.

I am now advised by the Water District, as per attached letter, that they accept our analysis of the bill, with one exception, the one exception being that they ask for 50% of the cost of 488 feet of 4" transite pipe.

I believe their offer of compromise is fair, and I, therefore, approve it. I have no itemized copies of their billing, and it is, therefore, requested that Mr. Eason secure and submit, through regular channels, billing for reimbursement as set forth in the attached letter.

W. C. Williams

WCW:ms

Encl.

AGATE BEACH WATER DISTRICT
Agate Beach, Oregon

C
O
P
Y

February 26, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Dear Sir:

Reference is made to your letter of January 24th, in connection with our request for reimbursement for "out of pocket cost" for changes ordered made to the Districts pipe lines, incident to the relocation of Highway 101 through Agate Beach.

At a recent meeting of the Board of Commissioners, Item #6, which was questioned in your letter was discussed. The Board feels that the District should be paid for a portion of the cost for this 488 feet of 4 inch pipe in question. The old pipe had only been in about ten years, and would have had several years remaining for use. If care had been exercised in grading all of this pipe might have been salvaged, however all of the pipe was destroyed. In order to assist the Contractor the location of the pipe line was staked out, at request of Engineer.

The members of the Board are enclined to agree with you on the other points raised in your letter and are willing to offer a compromise on Item #6 as follows:

Labor		$ 75.00
Material		12.50
50% cost of pipe		165.93
Hoe		55.00
	Total	$308.43

Our total claim is therefore revised as follows:

Item		Amount
1		$303.03
2		416.86
4		89.68
5		52.00
6		308.43
	Total	$1,170.00

There is another point which we wish to call to your attention, it is the Tax Payers of the Agate Beach Water District voted a $15,000 Bond Issue for the purpose of making certain designated emprovements to the Water Facilities. Since the above expenditures were not contemplated, it is encumbent on the Board to expect the State Highway Commission to pay for this cost.

Your further consideration of the above matter will be appreciated, and if it meets with your approval, kindly place before the Highway Commission for final acceptance.

Yours very truly,
Agate Beach Water District,
By (sgd) J. F. Guerin, District Clerk

RECEIVED
FOR FILING

F-133(12)
F-98(6)
3032

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 2, 1949
Salem, Oregon

1016W

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

L

Reference is made to Record of Assignment No. 1016 WCW pertaining to a letter from the City of Newport billing the Highway Commission for certain service connections on the Newport-Agate Beach Highway Project.

Investigation revealed that these charges are covered by the previously approved State Force Order and the bills have been forwarded through regular channels for payment.

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es

ASSIGNMENT No. 1016

DESCRIPTION: Letter of 2-5-49 from City of Newport re service connections approved on the Newport-Agate Beach Highway

DATE: 2-10-49 ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐

REPORT RECEIVED: 3-3-49 mc

REMARKS: Note: Letter and bill on same sheet

Paul

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

CITY OF NEWPORT
NEWPORT, OREGON
Feb. 5, 1949

Vouchered 3/4/49

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention W. C. Williams

The following service connections on the Newport Agate Beach Highway were approved by the State Highway Engineer to be taken from State Highway Force Account.

Mrs. Yorks Service						
14 ft.	3/4"	Pipe	.15¢	2.10		
4	3/4"	Ells	.35	1.40		
1	3/4"	Union	.80	.80		
1	3/4"	Wood Pipe Corporations	2.70	2.70		
1	3/4"	Curb Cock	2.75	2.75		
2	3/4" x 6	Nipples	.30	.60		10.35
Nicholas Speach's Service						
64 ft.	3/4"	Pipe	.15	9.60		
1	3/4"	Curb Cock	2.75	2.75		
1	3/4"	Wood Pipe Corporation	2.70	2.70		
1	3/4"	Union	.80	.80		
2	3/4" x 6	Nipples	.30	.60		16.45
Art Pepin's Service						
64 ft.	3/4"	Pipe	.15	9.60		
1	3/4"	Curb Cock	2.75	2.75		
1	3/4"	Wood Pipe Corporation	2.70	2.70		
1	3/4"	Union	.80	.80		
2	3/4" x 6	Nipples	.30	.60		16.45
Richfield Oil Service						
12 Ft.	3/4"	Pipe	.15	1.80		
4	3/4"	Ells	.35	1.40		
1	3/4"	Union	.80	.80		
1.	3/4"	Wood Pipe Corporation	2.70	2.70		
1	3/4"	Curb Cock	2.75	2.75		
2	3/4" x 6	Nipples	.30	.60		10.05

COPY
REFERENCE ONLY

CITY OF NEWPORT
NEWPORT, OREGON

Richfield Oil Service						
13 ft.	3/4"	Pipe	.15	1.95		
4	3/4"	Ells	.35	1.40		
1	3/4"	Union	.80	.80		
1	3/4"	Wood Pipe Corporation	2.70	2.70		
1	3/4"	Curb Cock	2.75	2.75		
2	3/4" x 6	Nipples	.30	.60		10.20
Cor-de-Rene's Service						
14 ft.	1"	Pipe	.21	2.94		
1	1"	Curb Cock	4.60	4.60		
1	1"	Wood Pipe Corporation	2.26	2.26		
1	1"	Union	.80	.80		
2	1" x 6	Nipples	.76	1.52		
4	1"	Ells	.42	1.68		13.80
Newport Motors' Service						
62 ft.	3/4"	Pipe	.15	9.30		
1	3/4"	Union	.80	.80		
1	3/4"	Wood Pipe Corporation	2.70	2.70		
4	3/4"	Ells	.35	1.40		14.20
Brazling Dairy's Service						
62 ft.	1½"	Pipe	.50	31.00		
4	1½"	Ells	.68	2.72		
1	1½"	Wood Pipe Corporation	8.25	8.25		
1	1½"	Union	3.45	3.45		
1	1½"	Curb Cock	6.70	6.70		52.12
Medo-Land Creamery's Service						
62 ft.	1"	Pipe	.21	13.02		
1	1"	Corporation	2.26	2.26		
4	1"	Ells	.42	1.68		
2	1" x 6	Nipples	.40	.80		
1	1"	Union	.80	.80		
1	1"	Curb Cock	4.60	4.60		23.16

COPY

REFERENCE ONLY

CITY OF NEWPORT
NEWPORT, OREGON

C. L. Rubush's Service - - - - - 725 SE 55th, Portland, Oregon

14 ft.	3/4"		Pipe	.15	2.10	
1	3/4"		Curb Cock	2.75	2.75	
1	3/4"		Wood Pipe Corporation	2.70	2.70	
4	3/4"		Ells	.35	1.40	
2	3/4"	x 6	Nipples	.76	1.52	
1	3/4"		Union	.80	.80	11.27

L. K. Pearson Service Station's Service

12 ft.	3/4"		Pipe	.15	1.80	
4	3/4"		Ells	.35	1.40	
2	3/4"	x 6	Nipples	.30	.60	
1	3/4"		Union	.80	.80	
1	3/4"		Wood Pipe Corporation	2.70	2.70	7.30

Hook up between meter and house:
This has been submitted.

Art Pepin	15 ft.	3/4"	Pipe
Newport Motors	10 ft.	3/4"	"
Nicholas Speach	17 Ft.	3/4"	"
Mrs. York	23 ft.	3/4"	"
C. L. Rubush	23 ft.	3/4"	"
Walter Walrad	23 ft.	3/4"	"
	111 ft.	of 3/4" pipe: at .15 per foot	16.65
		Total	202.00

COPY

COPY
REFERENCE ONLY

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F 98(6)
F-1-33 (12)
2032

February 2, 1949

NOTED
W. C. WILLIAMS

City of Newport
Newport, Oregon

Gentlemen:

Reference is made to billing submitted by the City of Newport under date of January 1, for labor and materials furnished by the City of Newport for the lowering of water mains and services on the Agate Beach-Newport Section of the Oregon Coast Highway.

The billing has been carefully analyzed, and Items 1, 2, 3, & and 5, covering labor, power shovel, and bulldozer, are found to be in order and will be recommended for payment as submitted.

As to the last three items, which cover the furnishing of pipe, it is not considered that this is a proper charge against the State Highway Commission. In our dealings with many cities throughout the state, where the water system was municipally owned, the State Highway Department has approved all labor costs for the moving of pipe lines, but has required that the cities bear the cost of new pipe. This is based on the assumption that if the pipe has a re-usable value, it can be used by the city on other works. If the pipe has no re-usable value, then it is in a condition that would soon require replacement, and in such replacement the cities would not only be required to stand the expense of the pipe itself, but all labor costs as well.

In the case of the City of Newport, our investigations indicated that the 10" wood stave pipe was old and would need replacement in the very near future. The 4" wood stave pipe was in fair condition and could have served for some further time in its present location, or could have been moved to other places, as required.

As the installation costs more than offset any life left in the pipe that was in place at Newport, it is believed that the City of Newport should stand the expense of the pipe installed, and the state, in turn, would stand the entire expense of the reinstallation.

Under the above procedure, the cost to the state would be $1,556.90, and the cost to the City of Newport would be $1,770.87, for which expenditure the city would have a new water main installation that will require no replacement for many years.

May we have your concurrence in the settlement of the bill on the above basis.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. C. Smith

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

The City of Newport has submitted a bill for lowering the water mains and services on the Agate Beach-Newport Section in the amount of $3,327.77. This bill in addition to labor and rentals includes the new pipe furnished.

On any adjustment of water mains due to reconstruction it has been the policy of the Department to reimburse the City or water company for the cost of relaying the pipe but to expect them to furnish the new pipe. In most instances the mains were old and the replacement was in the nature of a cooperative project which benefited both the Highway Department and the owners. The Highway Department could afford to pay for the installation because it avoided a future hindrance to travel by the tearing up of the road, and the water company could discount any life left in the pipe by the saving in installation cost. In many instances there was some reusable value to the old pipe.

In the present instance at Newport the 10-inch wood stave pipe was old and badly in need of replacement. The 4-inch line was in fair condition and would have served for some further time. In view of the fact, however, that Newport is securing a new pipe line it would seem that they should comply with the precedent established in other instances and cooperate to the extent of furnishing the pipe.

I feel that this must be a voluntary arrangement since they are correct in their contention that the pipe was laid on a city street prior to its incorporation into the highway system. However, inasmuch as this method of payment has been used in all similar cases and it can be clearly shown that the installation cost more than offsets any life left in the pipe, I think it would be well to point this out to the City of Newport and request them to absorb that portion of the expense involving the cost of the pipe.

Letters from Mr. Eason and Mr. Mars are attached.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc. 3

FORM E-80 15M 10-48 20007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26, 1949 21-1025

SUBJECT:

To: Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

Herewith billing from the City of Newport, together with labor payrolls covering their claims for changes and alterations in their water mains and connections within the City of Newport caused by the alteration in grade under the Newport-Agate Beach contract.

We have a State Force Order that was made some time ago to cover these expected charges in the amount of $1,000.00. The labor payrolls have been approved by Mr. Walters and myself and it would seem to be a proper and just charge. Also, items on the bill in the matter of shovel and of bulldozer use would seem to be proper, inasmuch as they covered the actual work of changing and replacing the water mains to conform with the new grade.

The other items of pipe replacement are not being approved until some decision or authorization is made by higher authority. I believe it is the usual practice to pay for labor charges in connection with these required changes but it has always been assumed that the replacement pipe is a benefit to the owners, since old and worn out pipe must be replaced by the owners to maintain service, and pipe that would give further service would have a salvageable value for the owners, and it would seem right and proper, I think, to deny the claim covering the cost of the replacement pipe.

When a decision is reached on this matter, we will have the invoice changed to cover the approved items so that the billing can be approved and charges made.

There is attached also a letter of transmittal from Mr. Walters with comments on these claims.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

RECEIVED
JAN 27 1949
OFFICE OF
CONSTRUCTION ENGINEER

FORM B-50 ISM 8-40 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Newport, Oregon.
Jan. 17, 1949

21-1025

SUBJECT: Water Mains--City of Newport

To: Mr. F.D.Eason,
Division Engineer,
Salem, Oregon.

Dear Sir:

I am enclosing herewith the bills submitted by the City of Newport for the relaying of the water mains and the connections which were made to private properties on account of reconstruction.

You asked me to inquire when the mains were laid. This was in 1911.

The 4" main was a supplemantal line from a pumping plant that was installed in Nye Creek.

The City takes the position on this matter that the mains were estavlished before the original highway was built and the lines were laid in City Streets.

The 4" line was in fair condition and would have had some further life. The 10" main was in bad shape and its further length of service was problematical.

I am making no recommendation whatever on the material except the 3/4" pipe which is our obligation.

However I should like to see a definite policy established on this item, and have it plainly detailed in circular orders.

Some of these matters are embarassing where friendly relations have been established between the local Department representative and the local governing body.

Very Truly Yours,

S.F.Walters

S.F.Walters,
Resident Engineer

CC
S

STATEMENT

NEWPORT, OREGON, Jan. 1, 1949

Oregon State Highway Commission

Salem, Oregon

IN ACCOUNT WITH

City of Newport, Oregon

Bill for labor rentals and materials furnished and paid for by the City of Newport for the lowering of water mains and services. Under State Force Order. 21-1025-250-Contr. 5052. Agate Beach-Newport Section of the Oregon Coast Highway

Labor for August per att'd payroll	895.30 ✓
" " October " "	575.60 ✓
22½ hrs. shoval time at $ 10.00	225.00 ✓
Moving shovel twice	20.00 ✓
2 hrs Buldozer time at $ 10.50	21.00 ✓
122 L.F. 10" wood stave water main 2.56	312.32
1529 L.F. 4" wood stave water main at $ 1.10	1461.90
111 L.F. 3/4" gal. iron water pipe at .15	16.65
TOTAL DUE CITY OF NEWPORT	3,527.77

FORM A-61 1961 REVISED 7-60

OREGON STATE HIGHWAY COMMISSION

DEPARTMENT OR JOB City of Newport-Water Supply Crew- State Force Order

PAY ROLL

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNT
	AL Storey Foreman	21-1025	230																									9	9	9	9	9			54	1.40	75.60
	Walter Scott Laborer	21-1025	230																									8	8	8	8	8			48	1.25	60.00
	Tom Laisure Laborer	21-1025	230																									8	8	8	8	8			48	1.25	60.00
	Ray Garner Laborer	21-1025	230																									8	8	8	8	8			48	1.25	60.00
	Harry Green Laborer	21-1025	230																									8	8	8	8	8			48	1.25	60.00
	W.A. Hamilton Laborer	21-1025	230																									8	8	8	8	8			48	1.25	60.00

TOTALS OF THIS SHEET

PREPARED BY: Edmond W. Case

CERTIFIED AS CORRECT AND AS A PROPER CHARGE AGAINST THE STATE OF OREGON: S. Thoeles

PERSON IN CHARGE

INSTRUCTIONS — SUBMIT TWO COPIES TO THE ACCOUNTING DIVISION.

POSTED TO SERVICE RECORD

HIGHWAY COMMISSION

Y ROLL

MONTH OF October 19 48

TO BE LEFT BLANK.
PAY ROLL NO.
SHEET NO.

TO BE FILLED IN.
SHEET NO. 1
TOTAL NO. OF SHEETS 1

29	30	31	TOTAL DAYS WORKED	RATE	AMOUNTS	GROSS AMOUNT EARNED	DEDUCTIONS: IND. INS.	M.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	PENSION: NORMAL	PENSION: EXCESS	PENSION: TOTAL	PENSION: PER CENT	PENSION: OPT.	OTHER DEDUCTIONS: ITEM	OTHER DEDUCTIONS: AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT NO.	CHECK NO.
99			54	140	7560																			
						7560																		
88			48	125	6000																			
						6000																		
88			48	125	6000																			
						6000																		
88			48	125	6000																			
						6000																		
88			48	125	6500																			
						6000																		
88			48	125	6000																			
						6000																		
						37560																		

TOTALS OF THIS SHEET

POSTED TO SERVICE RECORD

AUDITED AND APPROVED FOR PAYMENT

TWO
DIGIT.

OREGON STATE HIGHWAY COMMISSION

PAY ROLL

DEPARTMENT OR JOB City of Newport - Water Supply Crew - State Force Order.

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	IND. INS.
	A.L. Shirey Foreman	21-1025	230							9	-	9	9	9	9	12	10	-	9							14	-	10	2						102	1.40	142.80	142.80	
	Walter Scott Laborer	21-1025	230							4	-	8	8	8	10	12	8	-	8							14		10							90	1.25	112.50	112.50	
C	John Fairfield	21-1025	230							4	-	8	8	8	10	16	9	-	8							14		10							95	1.25	118.75	118.75	
	Tom Laisure Laborer	21-1025	230							4	-	8	8	8	8	-	8	-	8							14		10	3						79	1.25	98.75	98.75	
	Ray Garner Laborer	21-1025	230									8	8	8	8	10	9	-	8							14		10							83	1.25	103.75	103.75	
	Guy Powell Laborer	21-1025	230													10	9	-	8							14		10							51	1.25	63.75	63.75	
C	Hollis King Laborer	21-1025	230														8	-	-									10							18	1.25	22.50	22.50	
	H.P. Brannigan Laborer	21-1025	230														8																		8	1.25	10.00	10.00	
	Howard Day Laborer	21-1025	230														8											10							18	1.25	22.50	22.50	
	George Sawyer Laborer	21-1025	230														8											14	10						32	1.25	40.00	40.00	
																																		TOTALS OF THIS SHEET			935.30	

PREPARED BY: Edmond W. Carr

CERTIFIED AS CORRECT AND AS A PROPER CHARGE AGAINST THE STATE OF OREGON: J.J. Watters
PERSON IN CHARGE

INSTRUCTIONS — SUBMIT TWO COPIES TO THE ACCOUNTING DIVISION.

POSTED TO SERVICE RECORD

AUDITED AND APPROVED

ATE HIGHWAY COMMISSION

AY ROLL

MONTH OF August 1948

TO BE LEFT BLANK
PAY ROLL NO.
SHEET NO.

TO BE FILLED IN.
SHEET NO. 1
TOTAL NO. OF SHEETS 2

28 29 30 31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	DEDUCTIONS: IND. INS.	N.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	PENSION: NORMAL	EXCESS	TOTAL	PER CENT	OPT	OTHER DEDUCTIONS: ITEM	AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT NO.	CHECK NO.
	103	140	142 80																			
				142 80																		
	90	125	112 50																			
				112 50																		
	95	125	118 75																			
				118 75																		
	79	125	98 75																			
				98 75																		
	83	125	103 75																			
				103 75																		
	51	125	63 75																			
				63 75																		
	18	125	22 50																			
				22 50																		
	8	125	10 00																			
				10 00																		
	18	125	22 50																			
				22 50																		
	32	125	40 00																			
				40 00																		
	TOTALS OF THIS SHEET			935 30																		

POSTED TO SERVICE RECORD

AUDITED AND APPROVED FOR PAYMENT

OREGON STATE HIGHWAY COMMISSION

PAY ROLL

DEPARTMENT OR JOB City of Newport - Water Supply Crew - State Force Order -

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	IND. INS.
	Lee Schiffer Laborer	21-1025	230																8							14	10								32	1.25	40.00	40.00	
	Harry Green Laborer	21-1025	230																8									10	2						20	1.25	25.00	25.00	
	Roy Crouchley Laborer	21-1025	230																4							14	10								28	1.25	35.00	35.00	
	Otto Nye Laborer	21-1025	230																							14	10								24	1.25	30.00	30.00	
	W.A. Hamilton Laborer	21-1025	230																							14	10								24	1.25	30.00	30.00	

ATE HIGHWAY COMMISSION

PAY ROLL

MONTH OF August 19 48

TO BE LEFT BLANK.
PAY ROLL NO. _____
SHEET NO. _____

TO BE FILLED IN.
SHEET NO. 2
TOTAL NO. OF SHEETS 2

29	28	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	DEDUCTIONS: IND. INS.	N.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	PENSION: NORMAL	EXCESS	TOTAL	PER CENT	OPT.	OTHER DEDUCTIONS: ITEM	AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT NO.	CHECK NO.
				32	1 25	40 00																			
							40 00																		
				20	1 25	25 00																			
							25 00																		
				28	1 25	35 00																			
							35 00																		
				24	1 25	30 00																			
							30 00																		
				24	1 25	30 00																			
							30 00																		

FORM A-01 1001 REVISED 7-46

OREGON STATE HIGHWAY COMMISSION

DEPARTMENT OR JOB City of Newport - Water Supply Crew - State Force Order.

PAY ROLL

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	IND. INS.
	A.L. Shirey Foreman	21-1025	230							9	-	9	9	9	10	11	-	9								14	10	12							103	1.40	142.80	142.80	
	Walter Scott Laborer	21-1025	230							4	-	8	8	8	10	12	8	-	8							14	10								90	1.25	112.50	112.50	
	John Fairfield	21-1025	230							4	-	8	8	8	10	11	6	9	-	8						14	10								95	1.25	118.75	118.75	
	Tom Laisure Laborer	21-1025	230							4	-	8	8	8	-	8	-	8								14	10	3							79	1.25	98.75	98.75	
	Roy Garner Laborer	21-1025	230									8	8	8	8	10	9	-	8							14	10								83	1.25	103.75	103.75	
	Guy Powell Laborer	21-1025	230												10	9	-	8								14	10								51	1.25	63.75	63.75	
	Hollis King Laborer	21-1025	230													8	-	-									10								18	1.25	22.50	22.50	
	H.P. Bromigan Laborer	21-1025	230													8																			8	1.25	10.00	10.00	
	Howard Day Laborer	21-1025	230													8											10								18	1.25	22.50	22.50	
	George Sawyer Laborer	21-1025	230													8											10								32	1.25	40.00	40.00	
																																			TOTALS OF THIS SHEET		785.30		

PREPARED BY: Edmond W. Carr

CERTIFIED AS CORRECT AND AS A PROPER CHARGE AGAINST THE STATE OF OREGON: S.O. Walters

PERSON IN CHARGE

INSTRUCTIONS — SUBMIT TWO COPIES TO THE ACCOUNTING DIVISION.

POSTED TO SERVICE RECORD

AUDITED AND APPROVED

EGON STATE HIGHWAY COMMISSION

PAY ROLL

MONTH OF August 1948

TO BE LEFT BLANK.
PAY ROLL NO. _____
SHEET NO. _____

TO BE FILLED IN.
SHEET NO. 1
TOTAL NO. OF SHEETS 2

23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED
									10 3 2	1 40	42 80	
												42 80
									9 10	125	112 50	
												112 50
									9 5	125	118 75	
												118 75
									7 9	125	98 75	
												98 75
									8 3	125	103 75	
												103 75
									5 1	125	63 75	
												63 75
									1 8	125	22 50	
												22 50
									8	125	10 00	
												10 00
									1 8	125	22 50	
												22 50
									3 2	125	40 00	
												40 00
									TOTALS OF THIS SHEET			725 30

IND. INS.	N.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	DEDUCTIONS: PENSION NORMAL	PENSION EXCESS	PENSION TOTAL	PENSION PER CENT	PENSION OPT.	OTHER DEDUCTIONS ITEM	OTHER DEDUCTIONS AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT No.

...NS — SUBMIT TWO
...UNTING DIVISION.

POSTED TO SERVICE RECORD

AUDITED AND
APPROVED FOR PAYMENT

FORM A-51 1M4 REVISED 7-46

OREGON STATE HIGHWAY COMMISSION

PAY ROLL

DEPARTMENT OR JOB City of Newport - Water Supply Crew - State Force Order.

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED
	ee Schiffer Laborer	21-1025	230																8							4	10								32	1.25	40 00	40 00
	rry Green Laborer	21-1025	230																8									10	2						20	1.25	25 00	25 00
	y Crowley Laborer	21-1025	230																4							4	10								28	1.25	35 00	35 00
	Ha Nye Laborer	21-1025	230																							4	10								24	1.25	30 00	30 00
	A. Hamilton Laborer	21-1025	230																							4	10								24	1.25	30 00	30 00

TATE HIGHWAY COMMISSION

PAY ROLL

MONTH OF August 1948

TO BE LEFT BLANK.
PAY ROLL NO. _____
SHEET NO. _____

TO BE FILLED IN.
SHEET NO. 2
TOTAL NO. OF SHEETS 2

27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	IND. INS.	N.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	DEDUCTIONS: PENSION NORMAL	PENSION EXCESS	PENSION TOTAL	PENSION PER CENT	PENSION OPT	OTHER DEDUCTIONS ITEM	OTHER DEDUCTIONS AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT NO.	CHECK NO.
					32	1.25	40 00																			
								40 00																		
					20	1.25	25 00																			
								25 00																		
					28	1.25	35 00																			
								35 00																		
					24	1.25	30 00																			
								30 00																		
					24	1.25	30 00																			
								30 00																		
					TOTALS THIS SHEET			160 00																		

POSTED TO SERVICE RECORD

AUDITED AND APPROVED FOR PAYMENT

- SUBMIT TWO
...S DIVISION.

FORM A-91 (Rev. REVISED 7-48)

OREGON STATE HIGHWAY COMMISSION

DEPARTMENT OR JOB City of Newport - Water Supply Crew - State Force Order.

PAY ROLL

NO.	NAME / CLASSIFICATION	JOB PREFIX	FUNCTION NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED
	A.L. Storey Foreman	21-1025	230									9	-	9	9	9	9	10	-	9					14	-	10	2							112	1.40	112 50	
	Walter Scott Laborer	21-1025	230									4	-	8	8	8	10	12	8	-	8					14	10								90	1.25	112 50	142 50
	John Fairfield Laborer	21-1025	230									4	-	8	8	8	10	10	9	-	8					14	10								93	1.25	116 25	112 50
	Tom Laisure Laborer	21-1025	230									4	-	8	8	9	8	-	8	-	8					14	10	3							79	1.25	98 75	116 25
	Ray Garner Laborer	21-1025	230											8	8	8	8	10	9	-	8					14	10								83	1.25	103 75	98 75
	Guy Powell Laborer	21-1025	230																10	9	-	8					14	10								51	1.25	63 75	103 75
	Hollis King Laborer	21-1025	230																8	-	-							10								18	1.25	22 50	63 75
	H.P. Brannigan Laborer	21-1025	230																8																8	1.25	10 00	22 50
	Howard Day Laborer	21-1025	230																8									10								18	1.25	22 50	10 00
	George Sawyer Laborer	21-1025	230																8								14	10								32	1.25	40 00	22 50
																																			TOTALS OF THIS SHEET		440 00	440 00

PREPARED BY: Edmond W. Carr

CERTIFIED AS CORRECT AND AS A PROPER CHARGE AGAINST THE STATE OF OREGON: L J Walters

PERSON IN CHARGE

INSTRUCTIONS—SUBMIT TWO COPIES TO THE ACCOUNTING DIVISION.

POSTED TO SERVICE RECORD

AUD

TE HIGHWAY COMMISSION

AY ROLL

MONTH OF August 1948

TO BE LEFT BLANK
PAY ROLL NO.
SHEET NO.

TO BE FILLED IN.
SHEET NO. 1
TOTAL NO. OF SHEETS 2

28	29	30	31	TOTAL DAYS-HOURS	RATE	AMOUNTS	GROSS AMOUNT EARNED	IND. INS.	N.H.A. DUES	O.P.S. DUES	GROUP INS.	VICTORY BONDS	FEDERAL TAX	TAX CODE	DEDUCTIONS: PENSION NORMAL	PENSION EXCESS	PENSION TOTAL	PENSION PER CENT	PENSION OPT.	OTHER DEDUCTIONS ITEM	OTHER DEDUCTIONS AMOUNT	TOTAL	NET AMOUNT DUE	TIME STATEMENT NO.	CHECK NO.
				102	140	142 50																			
							142 50																		
				90	125	112 50																			
							112 50																		
				95	125	118 75																			
							118 75																		
				79	125	98 75																			
							98 75																		
				83	125	103 75																			
							103 75																		
				51	125	1275																			
							1275																		
				18	125	2250																			
							2250																		
				8	125	1000																			
							1000																		
				18	125	2250																			
							2250																		
				32	125	4000																			
							4000																		
				TOTALS OF THIS SHEET			2350																		

POSTED TO SERVICE RECORD

IT TWO VISION.

AUDITED AND APPROVED FOR PAYMENT

RECEIVED
JAN 31
FOR FILING
F-98 (6) F-133 (12)
3032

January 27, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3, covering the furnishing of material and construction of flumes on the Agate Beach Newport Section of the Oregon Coast Highway in Lincoln County, Contract No. 3032, in connection with Federal Aid Project No. F-98 (6), F-133 (12).

This work is necessary to protect new fills from washing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ge

Encl.

RECEIVED
JAN 21 1949
FOR FILING

798 (6)-713.12
3032.

January 20, 1949

Agate Beach Water District
Agate Beach, Oregon

Attention: Mr. J. F. Guerin
District Clerk

Gentlemen:

Please refer to your letter of December 6, 1948, in reference to the itemized bill for reimbursement to the Agate Beach Water District for work performed on the Agate Beach-Newport Section, on Highway 101.

We have carefully analyzed the itemized billing, and, from the information we have obtained, we are willing to recommend reimbursement to you along the following lines: Item 1 in the amount of $303.03; Item 2 in the amount of $416.86; Item 4 in the amount of $89.68; Item 5 in the amount of $52.00, as submitted.

Item 3 is the obligation of the contractor, and the Water District should bill the contractor for the $28.00 item of repair.

Item 6 is questioned by reason of the fact that a charge is made for 488 feet of 4" transite pipe. In past instances, it has always been customary for water districts to either re-lay the old pipe or to salvage the old pipe for future use. Payment for the pipe itself is, in effect, paying for betterment to the water district's facilities, and, therefore, not considered an obligation of the Highway Department.

Item 7, in the amount of $25.00, covering Woods Service Connection, is not an obligation of the Highway Department and should be charged to the property owner or house-moving contractor, as the restoration of all facilities was an obligation of the moving contractor and so paid for by the state under its right of way agreement.

If you will advise as to your acceptance of the above, the matter will be referred to the State Highway Commission for consideration of those portions of your claim as considered allowable.

Yours very truly,

R. H. Baldock
State Highway Engineer

By

cc Mr. N. G. Smith
Mr. F. D. Eason
WCM:ms

W. C. Williams
Assistant State Highway Engineer

FORM S-00 (REV 5-00 20000)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 10th, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In the matter of the claim in the amount of $1,388.99 for which the Agate Beach Water District requests reimbursement for adjusting their pipe line to the new highway, report from Mr. Eason is attached.

Items 1 and 2 are considered reimbursable according to our customary policy since the pipe would need to be lowered to conform to the new grade line.

Item 3 is considered chargeable to the contractor.

Item 4 is not chargeable to the Highway Department but to Mr. Briggs since his right of way settlement covered the installation of water facilities. Neither should the $15.00 charge be cancelled as this is a customary charge which should be assumed by Mr. Briggs.

Item 5 is considered reimbursable.

On Item 6 the payment should be under our customary policy and confined to labor alone. The company should furnish the pipe since the old pipe could have been salvaged and placed in stock. This has been the policy followed in Coos Bay, Klamath Falls, Eugene and other instances where private water systems have been interfered with.

Item 7 should either be charged to the property owner or to the house moving concern since it is in connection with the resurfacing of a building after it had been moved.

Payments in connection with the adjusting of pipe lines are more of a policy of precedent throughout the years and not a strictly

legal obligation. I think this report is in accordance with the precedent we have used in similar instances.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-90 ISM 10-48 20697

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1948

SUBJECT:

To: Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

This will reply to the letter you received from Mr. Williams under date of October 29th and your instructions of the same date, regarding a claim of the Agate Beach Water District for repairs and alterations in their mains incident to the reconstruction of the Oregon Coast Highway in the vicinity of Agate Beach.

I have gone over these matters with Mr. Walters and as a result, the following comments are applied to the individual items of the bill, a copy of which is attached.

Item 1 covers the lowering of the pipe line in highway right of way at Brawner's property, which was performed in accordance with the right of way option, No. 11006, and is therefore considered authorized and O.K.'d as a reimbursement to the Agate Beach Water District organization.

Item 2. Lowering and Casing Pipe Line on Highway Right of Way including Watchman on Road at Triangle "W". This work was required in connection with the reconstruction of the highway and I would say was therefore a reimbursable item.

The next item, "Removing and Replacing Line to Brigg's Service Station", was due to the operations of the contractor, who broke the pipe, and, I think, should be chargeable to the contractor. It was so understood at the time.

Item 4. Installing New Service to Brigg's Station across Highway. This installation was authorized by Mr. Walters with the understanding that a permit would be issued to cover this work and the Maintenance Superintendent secured the usual $5.00 fee for the issuance of such a permit. He returned the fee and requested that $15.00 be submitted to cover the cut and repairs to the pavement, since the installation was made through an open trench. The cost of the ~~installation~~ repairs was considerably more

then the $15.00. The Right of Way Department's final settlement with Mr. Briggs (see File 4383) provided for a payment of $500.00 for the loss of the spring and to cover the installation of water service from the Water District. In view of this fact, this item of charge, $89.68, should be eliminated from the bill and, in fact, a countercharge of $15.00 for the repairs to the pavement should be made to the Water District, as they have failed as yet to supply this fee to Mr. Morelock.

Item 5. Lowering Pipe Line, Light House Road. This is considered O.K. and a reimbursable charge.

Item 6, covering the new location of pipe line from Agate Beach Inn to reservoir line, is probably a correct charge. The first three items are definitely reimbursable. The last item, covering the cost of 488 feet of 4-inch transite pipe, was a replacement of what I understood was practically new wood pipe, for which there should be a salvage allowance. The change in this pipe line was required to move the parallel line beyond the highway roadbed but within the highway right of way.

Item 7, "Woods Service Connection", was in connection with the reservice of the building after the building was moved to a new location under the right of way agreement and a contract made with a house moving concern. Undoubtedly, this connection should be chargeable to the house mover.

I recommend that settlement with the Water District be made on the basis of the above analysis and a charge should be made for the pavement repair under a permit for crossing the old highway in the amount of $15.00. I attach hereto a copy of a letter from the Agate Beach Water District addressed to Mr. Morelock, concerning the $15.00 charge for permit and pavement repairs, also a copy of a letter from Mr. Walters to the Agate Beach Water Board dated September 15th, authorizing them to make this connection pending the issuance of a permit.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

COPY

AGATE BEACH WATER DISTRICT EXPENSES CAUSED BY HIGHWAY 101

1 Lowering Pipe Line in Highway Right of Way at Brawners

	Labor	$249.25	
	Material	53.78	$303.03

2 Lowering and Casing Pipe Line on Highway Right of Way including Watchman on road at Triangle "W"

	Labor	331.25	
	Material	85.61	
			416.86

3 Removing, Replacing and Repairing Line to Briggs Service Station when cut by Contractor

	Labor	20.00	
	Material	8.00	
			28.00

4 Install New Service to Briggs Station across Highway

	Labor	62.00	
	Material	27.68	
			89.68

5 Lower Pipe Line, Light House Road — Labor 52.00 — 52.00

6 New Location Pipe Line Agate Beach Inn to Reservoir Line

	Labor	75.00	
	Material	12.50	
	Hoe	55.00	
488' Class 100 4" Transite		331.84	
			474.34

Woods Service Connection — 25.00 — 25.00

Grand Total $1388.91

C
O
P
Y

Agate Beach, Oregon
December 8th, 1948.

Oregon State Highway Commission,
Corvallis, Oregon.

ATTENTION: Mr. J. E. Morelock, Dist. Maint. Supt.

Gentlemen:

Reference is made to your letter of November 5th in connection with $15.00 charge covering permit for pipe line crossing over the old State Highway to serve the Agate Beach Store and Service Station.

This matter was considered at the last meeting of the Board of Commissioners of Agate Beach Water District. They were unaminous in their opinion that the District should not be required to pay anything for this permit.

The Right of Way or Purchasing Agent of the Highway Commission purchased the spring from Mr. and Mrs. Briggs, owners of the store and service station. The water from this spring was used by them for domestic and business purposes and State Eng. Walters ordered the District construct the pipe line in order to supply them with water.

An itemized bill reimbursing the Water District for monies spent for labor and material is before the Highway Commission at present. This was made to cover the additional cost to the District for pipe lines incident to the changes in the State Highway. Your charges for this permit was not included in this bill.

The Board of Commissioners feel that since this pipe line change was ordered by the State Highway Commission in connection with construction of the new highway, this $15 charge should be absorbed by construction cost, and a formal permit be issued without cost to the district.

Yours very truly,

AGATE BEACH WATER DISTRICT.

By /S/ J. F. Guerin
J. F. Guerin,
District Clerk.

C
O
P
Y

RECEIVED
JAN 21
FOR FILING

718(6) - 713(12
3032

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your letter of January 4th, relative to the complaints of Charles E. Williams, motel operator on the Agate Beach-Newport Section.

Mr. Eason and I endeavored to contact Mr. Williams last week and found that he had sold his property and moved from the vicinity. The present owner stated that he had no complaint to make and said he realized some inconvenience must be experienced during the construction period.

I, however, looked around the property very carefully and was unable to see where our operations had done anything which would at all interfere with the operation of the motel.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
JAN 5 - 1949
FOR FILING

F-98(6) A
F-133(12)
3032

Salem, Oregon
January 4, 1949

Mr. H. G. Smith
Construction Engineer
O f f i c e

I note your comments relative to complaint of Charles E. Williams, who has a Motel on the Agate Beach-Newport Section.

I believe it would be well for Mr. Mason to make a personal examination of Williams' complaint, so that we may have adequate proof that the matter is not solely one of animosity on the part of Resident Engineer Walters. In reviewing correspondence relative to this, it appears to me that the Williams are making false statements, and I believe Walters is on firm ground, but we should have supporting data.

Will you please advise me when Mr. Mason has made an inspection and reported on this matter.

W. C. Williams
Assistant State Highway Engineer

WCW:ms

FORM S-00 REV 8-40 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 24th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to the complaint of Charles E. Williams that culverts have been blocked and his road approach interfered with on the Agate Beach-Newport Section, I am attaching letter from Mr. Walters which indicates a rather involved situation in which the Williamses have been encroaching upon State Highway property and using an overcoat pipe not intended for drainage as drainage from their septic tank.

I will ask Mr. Eason to personally examine the situation as we have had continuous trouble with the residents of this area but they themselves have corrected the situation as soon as they were convinced we will not be browbeaten into handling the overflow from their septic tanks.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

NOTED
WARFIELD

FORM S-20 ISM 8-40 30000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Newport, Oregon.
Dec. 21, 1948

21-1026

SUBJECT: Complaint—Chas. L. Williams

To: Mr. F.B.Eason,
Division Engineer,
Salem, Oregon.

Dear Sir:

Reference your letter December 16.

1. Culvert plugged.

This is a 12" concrete overcoat pipe installed by the Agate Beach Water District across the existing highway where the north line of Nautilus Street crosses, to carry the 4" water main. The superintendent insists that effluient from Williams' septic tanks together with the effluient from from other properties on Nautilus street has been running west on this street ditch and through the overcoat pipe to the water course which is west of the highway. The overcoat pipe, claimed by Williams as a culvert was plugged by the Water District men on the advice of the State Sanitary authority.

2. Claimants gravel (rock) and water pipe.

Williams was using highway property which is the easterly part of Block 145, Agate Beach No. #2, and the west half of contiguous vacated Agate Way, for a trailer camp. I had notified him at the time that he rocked this area that it was highway property. Thereafter I could not step in the vicinity without Mrs. Williams approaching me with a claim that the property belonged to them and when I had the survey party run the center line of the vacated street for right of way line she announced her various intentions to the boys. Mr. Williams operated a buldozer for Mr. Connely on the job for a while. It is rumoured that the property belongs to Mrs. Williams. One Sunday, in Mr. Williams absence, she hired a buldozer and had all the rock that could be recovered pushed back on her own property, and no doubt at the same time tore up the water pipe. Connely refused to do any work for them and the cat that they hired was one that Connely had rented from Portland, the operator of which was free to work for others when not being used by the contractor. As far as we know, or can learn from the contractor, no damage was caused these people by our operations, nor can we learn of any encroachment from t the contractors forces. Some of them rented quarters from the camp but moved.

3. We built and surfaced a good approach into their camp. Mr. Williams was

present at the time and expressed himself to the street foreman as satisfied.

4. Some of the drainage difficulty is due to the extreme precipitation of the last two months and consequencies in ground water as well as surface run-off and much of the runoff is from the water falling in the elements property.

General.

I called attention of right of way agents to this situation prior to the time that the contract was let. This is analogous to the case on Robson Creek where Mrs. Gertie Weist is occupying State property.
I would suggest that a headquarters man be assigned to contact these people. I am unable to suffer their villification without losing my temper.

Very Truly Yours,

S.F.Walters,
Resident Engineer.

RECEIVED
DEC 13 1948
FOR FILING

F-98(6)
F-133(6)

December 10, 1948

Mr. Charles E. Williams
Triangle W. Motel
Agate Beach, Oregon

Dear Sir:

We are referring to our Construction Department your letter regarding the condition of your property on Highway 101. A member of that department will make an investigation of this condition and if possible contact you at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/gd

cc: H. G. Smith

Dec 8th, 48 Motel
Triangle*
Dec, 8th,48.
Triangle W Motel.
Agate Beach.
Oregon.

Mr. R. H. Baldock;

I am takeing this, my first opportunity I have had sincebeing discharged from the Keiser hospital in Coos Bay. I wish to Acquaint you, and your Salem office of what has been doneto my Agate Beach Property, which fronts the new Hi-way you are constructing here at present, or have been this past summer.

To begin with,I have always been on the coast IOI Hi-way, am Still on it now, or perhaps I should say, I am still on the new road the State is building between here and Newport. I own a nice Auto Court here, with 225ft Hi-way frontage, and while I was sick, and in the hospital, Your Engineers Mr.Walters, Allowed to be pluged,A main Hi-way culvert, which is in front of my Main Drive in entrance, and Neon sign,of course the water is , and has washed out my drive, not once, but SEVERAL times. Mr. Walter also allowed the Contractors equipment to Take my rock FROM MY drive and spread it up on, but OFF the Drive way I mean some of the Graval was pushed OFF my drive and Bull-Dozed up a small hill on my land where it Certianly is doing me Know good. Any way they have Absolutly know bussiness on my property, my wife tried to make them stop, but they paid no attention to them. Mr. Walters also allowed the equipment to tare up my plumbing with-out ever saying a word to my wife, Mrs. Williams. In fact they never even asked us to turn off our water, the pipe is still sticking Straight up in the air, where the Contractor left it, you,or any one else can see thr tracts where they pushed my rock I Paid $450.00 to Gravel my propertyith.

I also had about 400ft of 4 inch Concrete Drain pipe put into drain some Springs off my property, these Springs are NOT on MY place, but above me. Mr Walters also Plugged my drain on s meAnd now the water runs so badI can hardly drive my own car in my own drive, let alone get the Public to drive in to Rent my Cottages. My Attorney tells me you have know authority to stop a culvert up. Let alone root up my plumbing. I tried to talk to Mr Walters over th e phone, but he hung up on me, and refused to talk to me, orhelp

repair the damage he allowed done; About a year ago, I spent several hundred dollars to build a north approach to my property. Mr Walters, your engineer also tore that up, and never would tell my Wife a word about anything. So I brought my Attorney down to look our property over, and see for himself just what was done to my place while I was away in the hospital.

But before taking any further action, I thought I should aquaint your office with the facts here concerning my complaints. One of my neighbors has told me that Mr. Walters said to close the Culvert, Block my Drain on account I had Sewer running into the Culvert, if so, that Certianly is NOT the truth, I have never since the day I bought this property had ANY sewer running ANYPLACE but in to my Seespools, and they STILL are. He could have at least came and looked for himself, and a Blind man can very easily see the Springs running into the Tile I had then into the Culvert. In other words, I have Three Steel Septic tanks, and Three Seespools.All on my own prp property. Mr. Walters, your Resident Engineer here has been very se -an and very disagreeabel with all the coast property owners here. I honestly have NEVER talked to any person here who ever had ONE Single good word for Mr, Walters. Mr. Baldock, I cannot talk to Mr.W Walters, and this is the reason I am writting to you, and I do Expect some kind of decent consideration, if only as a Lincoln Co Tax payer. Please give this your near future consideration, or I will have to resort to the only other means I have to protect myself. Thanking you in return; I am.

Sincerly;

Chas. E. Williams.

RECEIVED
DEC 2 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 29 1948
FOR FILING
F-98(6)
F-133(13)
3032

Salem, Oregon
October 29, 1948

Mr. H. G. Smith
Construction Engineer
O f f i c e

I attach hereto a statement of costs incurred in alteration of pipe lines by the Agate Beach Water District, which officials of the district say were necessary as the result of reconstruction of the Agate Beach-Newport Section of the Coast Highway.

Mr. R. L. Crook, who is Secretary of the Agate Beach Water District, and Mr. Strum, a Director of the District, discussed this matter with Mr. Devers and the undersigned today. I learned that portions of the pipe line that they were required to move were on private property by authority of easement, but that a considerable portion was on dedicated city streets. We would not be obligated to pay for the alterations of water lines on dedicated streets if they were owned by a private company. We have, however, usually paid for such alterations where the lines were owned by a municipal water district. A particular precedent for this would be payment to the City of Portland for all alterations required in their water system, due to the construction of Front Avenue.

Will you please have an investigation made of the pipe line alterations made by the water district, and advise your opinion as to how much reimbursement should be made to the water district.

You will note that some of the work is listed as caused by the contractor cutting the pipe line. Please advise if the contractor should be held accountable for a portion of the charges.

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Encl.

cc Mr. J. M. Devers

RECEIVED
NOV - 1 1948
FOR FILING

AGENDA
AUG 9 1948

F-98(6)
F-133(1e)
3032

July 2, 1948

S. H. & H. J. Conley
4338 Northeast Royal Court
Portland 13, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing, and oiling on the Lewis Boundary Section of the Oregon Coast Highway in Lincoln County. Your proposal was based on your low bid of $284,207.20 submitted on June 25, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Encl.

cc - Mr. R. G. Smith (3)
Mrs. Goldie Lewis
Mr. A. H. Probert

L. H. White, Assistant Commissioner
State Industrial Accident Commission
Building

set confirmed

SYC

File

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☒	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1201

JOSEPH L. EGAN, PRESIDENT

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	FD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 1, 1948
3:35 p.m.

J. W. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

State Highway Commission awarded you today contract for Agate Beach-Newport Section of Oregon Coast Highway, Lincoln County, based on your low bid submitted June 28, 1948. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

NO
CHARGE

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Pilot, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on author's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
SEP 29
FOR FILING
7-98 (6) + 7123 (12)
3032
D. H. BATES
PRESIDENT

CABLE "DURHAM"

DURHAM AND BATES

GENERAL INSURANCE

901 S. W. WASHINGTON STREET

PORTLAND 5, OREGON

September 18, 1948

RECEIVED
W. C. WILLIAMS

Oregon State Highway Commission
State of Oregon
Salem, Oregon

ATTENTION: Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

Thank you for your letter of the 17th in regard to Contract 3032, Loyd Calkins and Company. In accordance with your suggestion, we are today forwarding bond in the amount of $1,000.00 to Loyd Calkins and Company for signatures and have asked them to forward the bond to you.

Yours very truly,

DURHAM & BATES

By: Victor S. Risley
Victor S. Risley

bd

cc - Loyd Calkins and Company

RECEIVED
SEP 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 17 1948
FOR FILING

798 (6) +
7133 (12)

September 17, 1948

Durham and Bates
901 S. W. Washington Street
Portland 5, Oregon

Gentlemen:

Reference is made to Contract 3032, Loyd Calkins and Company. You are advised that your suggested alternate number two is satisfactory. If Mr. Calkins will furnish a bond in the amount of $1,000.00, we will release the retained percentage now due him.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/dm

cc - Loyd Calkins and Company

CABLE: "DURHAM"

DURHAM AND BATES

GENERAL INSURANCE

901 S.W. WASHINGTON STREET

PORTLAND 5, OREGON

D. H. BATES
PRESIDENT

September 16, 1948

REFERRED TO Williams BY SECRETARY
suppose acceptance & attitude?
so we will have final instructions
in the event Lloyd Calkins should
file claim.
HWS

Mr. H. B. Gallagher, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Dear Herb: Re: CONTRACT NO. 3032
LOYD CALKINS & COMPANY

We are in receipt of a letter from Calkins in regard to the above captioned contract advising that a claim has been filed with the Oregon State Highway Commission by a Mr. Sam D. Rawson of Madras, Oregon, in the amount of $175.78. Apparently this is an account of truck rental having been paid to a Mr. Geo. McPherson who represented as being the owner of the truck.

Calkins now has some $1,875. retained percentage due from the state, payment of which is being withheld on account of this claim. We have been asked by Calkins to furnish the state with a $10,000. bond on this job in order that the funds can be released. In this case we would be required to charge a premium of $6.00 per $1,000. on the amount of the contract or in excess of $150.00. In view of the claim being only slightly in excess of this amount it appears rediculous to pay this premium.

May we suggest two alternates; the first, which appears to be the most logical, that the state withhold $250.00 from the final estimate due Calkins until satisfactory evidence is given that this claim has been settled or paid; the second that a bond in the amount of $1,000.00 be furnished, the cost being $37.50.

We know that our clients are responsible contractors and feel that this claim was not any fault of theirs. We trust that the Oregon State Highway Commission can be properly protected without any additional expense to our client or the state.

Thanking you for your kind attention in the above and awaiting your early reply, we are,

RECEIVED
SEP 17 1948
OREGON
STATE HIGHWAY COMMISSION

Yours very truly,

DURHAM & BATES

By: Victor S. Risley
Victor S. Risley

wj
cc: Loyd Calkins

RECEIVED
AUG 26 1948
FOR FILING

7-98 (6), F133 - (12)

3032

August 24, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work, covering the revision of the City of Newport water mains on the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County, Contract No. 3032, in connection with Federal Aid Project 7-98 (6), F-133 (12).

This work was contemplated being done by the contractor and was included in Order for Extra Work on this section but it is to be done by the City of Newport forces.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/gs

Encl.

RECEIVED
AUG 4 - 1948
FOR FILING

798 (6)
F133 (12)
3032

August 3, 1948

J. H. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3032 which was awarded to you on July 1, 1948 by the State Highway Commission, covering the Agate Beach-Newport Section of the Oregon Coast Highway in Lincoln County. This copy is for your records and files.

An executed copy of the above-mentioned contract is being sent to the surety on your bond.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUL 15 1948
FOR FILING

F-986
F-133 (12)
3-32

July 13, 1948

Central Lincoln Peoples Utility District

Newport, Oregon

Attention: Mr. Clyde F. Donnelly

Gentlemen:

In compliance with your request of July 13, we are mailing this date, under separate cover, a set of the construction plans for the Agate Beach-Newport Section of the Oregon Coast Highway, for which there will be no charge.

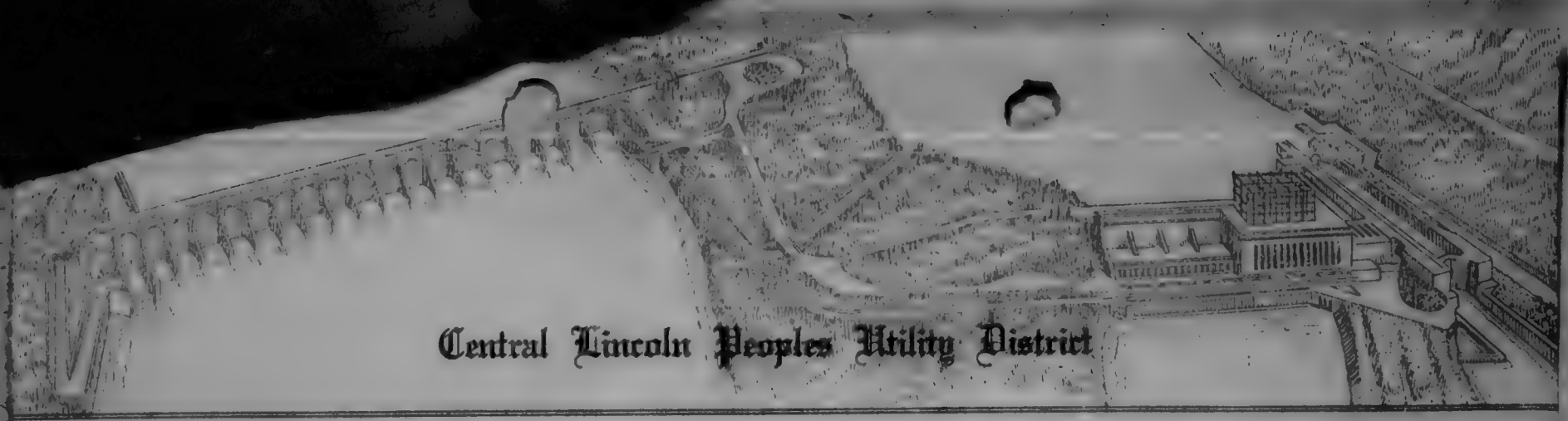
Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHPlew



Central Lincoln Peoples Utility District

ANDREW J. NATERLIN, PRESIDENT
CHRIS C. SECK, VICE PRESIDENT
JOHN GREENSO, SECRETARY
H. LAWRENCE HULL, TREASURER
MILLARD MARTIN, DIRECTOR
PAUL W. HAND, MANAGER

Newport, Oregon
July 13, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We would like to order one set of construction plans for the Agate Beach-Newport section of the Oregon Coast Highway which we understand is now under construction.

Please bill us in the usual manner.

Mailed 7/14/48 (N)

Very truly yours,

Clyde F. Nunnally

Clyde F. Nunnally
Assist. Engineer

CFN/rw

RECEIVED
JUL 14 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1948
FOR FILING

F-98 (6) 4
F-133 (12)
3032

July 12, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 6, 1948 on Contract No. 3032, Agate Beach-Newport Section in connection with Federal Aid Project No. F-98 (6) F-133 (12).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc:pw

RECEIVED
JUL. 1 1948
FOR FILING

F-98(6)
I-13-(1-)
#2432

Salem, Oregon
June 30, 1948

Mr. H. G. Smith

Please note the attached letter from L. E. Neal of Agate Beach, Oregon, which is self explanatory. I presume from his letter that no access was granted to the new highway and if access rights were purchased, I would see no reason to accede to Mr. Neal's request.

Please advise me if access rights were purchased for this property and give me your recommendation on the matter.

Please return the letter which is addressed to Mr. Benfield.

W. C. Williams

WCW/ds
Encl.

RECEIVED
JUL 8 1948
FOR FILING

F-98 (6) F
F133 (12)

July 8, 1948

Mr. J. W. Johnson
General Plant Manager
Pacific Telephone & Telegraph Company
Portland, Oregon

Dear Sir:

The contract for the Agate Beach-Newport Section of US101 has been contracted to J. H. & M. J. Conley.

The following poles, which we understand belong to the Pacific Telephone and Telegraph Company and the Coast Guard, will need to be readjusted, possibly with some temporary duplexing.

Station	Telephone Poles
913-915+50	2
916-921	4
922-930	5
938	1
1012-1022	7
1022-1037	10
1037-1065	18

We are of the opinion that the poles are on public right of way and, therefore, must be moved at your expense.

Mr. Frank Walters, Resident Engineer, is available at Newport to go over the project in detail with your engineers.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
F. D. Eason
Frank Walters

RECEIVED
JUL 9 1948
FOR FILING

July 8, 1948

F 98(6) +
F 133(12)

Central Lincoln Peoples Utility District
Newport, Oregon

Dear Sirs:

The contract for the realignment of the Agate Beach-Newport Section has been recently let, and the contractor expects to have the project graded and surfaced before fall.

You are hereby notified that the following poles must be re-adjusted to their new location. These poles are all on public rights of way and no compensation can be made for their movement.

Station	Power Poles	
900-905	2	
905	1	
905	1	comb. tel & power
907	1	
912+50	1	
913-915+50	2	
916-921	4	
922	1	
922-930	3	
928	1	
1012-1022	8	
1022-1037	8	
1037-1065	10	

Frank Walters, Resident Engineer, is available at Newport to explain the new position of the highway and discuss any problems which may arise.

You are especially requested to make these readjustments well in advance of the contractor's operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - H. G. Smith
F. D. Eason
Frank Walters

By

W. C. Williams
Assistant State Highway Engineer

RECEIVED
JUL 2 1948
FOR FILING

F-98(6)
F-133(12)

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

(22)

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

=PRA206 GOVT PD=PORTLAND OREGON 1 318P=

=BALDOCK=STATE HIGHWAY ENGINEER SM=

JUL 1 PM 3 25

REYOURTEL ALL RIGHT OF WAY OR ENTRY ACQUIRED FOR OREGON PROJECT F-98/6/ AND F-133/12/ AGATE BEACH AND UI-161/13/ EUGENE. WE HEREBY CONCUR TODAY IN AWARD TO LOW BIDDERS, J N AND M J CONLEY, PORTLAND AND DEL R BEEBE CONSTRUCTION COMPANY, EUGENE RESPECTIVELY=

DAVIS=

=REYOURTEL F-98/6/ F-133/12/ UI-161/13/=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher's or subscriber's request should this amount paid for copies not previously mailed. Prices subject to change without notice.

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

UNION

JOSEPH L. EGAN, PRESIDENT

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 1, 1948

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACT AGATE BEACH-NEWPORT PROJECT TO J. H. AND M. J. COMLEY OF PORTLAND; ALSO HIGH STREET-WALNUT STREET PROJECT IN EUGENE TO DEL R. REBEE OF EUGENE. RIGHTS OF ENTRY BOTH PROJECTS ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

June 24, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover twelve copies each of the blue line plan quantity summary sheet, special provision page number 4 and bid item sheets 1, 2, 3, 4 and 5 for the Agate Beach-Newport Section, Projects Numbers F-98 (6) and F-133 (12).

These papers have been revised by the addition of bid item number 3, "Clearing Station 966+90 to 994" and are being forwarded that your P.E. and R. papers will be correct, although the item itself is non-participating.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

JWE:md

Oregon State Highway Department — Federal Aid Project No. F-98 (6)

AGATE BEACH-NEWPORT SECTION
OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 6, 1948

2-Lane Pavement (Sta. 898+50 to 913+86)

All Required				
610	cu. yds.	Clearing and Grubbing (14%)		$ 2,100.00
43,000	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00
3,000	yd. sta.	General Excavation, Unclassified	0.40	17,200.00
350	cu. yds.	Short Overhaul	0.02	60.00
170	yd. mi.	Excavating and Placing Topsoil	1.50	525.00
2,050	lin. ft.	Truck Haul on Topsoil	0.15	25.50
0.29	mile	Rounding Cutbanks	0.15	307.50
920	lin. ft.	Finishing Roadbed and Slopes	600.00	174.00
210	lin. ft.	8" Perf. Metal Drain Pipe	1.50	1,380.00
170	lin. ft.	12" Concrete Pipe	2.00	420.00
220	lin. ft.	18" Concrete Pipe	3.00	510.00
370	cu. yds.	Salvaging Culvert Pipe	1.50	330.00
12	cu. yds.	Rock or Gravel Backfill in Drains	4.00	1,480.00
60	lin. ft.	Concrete Headings	50.00	600.00
		Spring Bracket Guard Rail With Concrete Posts		
60	cu. yds.	Salvaging Surfacing Materials	3.50	210.00
4,600	cu. yds.	Crusher-run Rock in Subbase	1.50	90.00
1,200	cu. yds.	2" - 0" Rock in Base	2.00	9,200.00
1,060	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	3,000.00
170	M-gals.	Sprinkling	2.50	2,650.00
0.29	mile	Preparation of Base	3.00	510.00
450	cu. yds.	Furnishing and Placing Aggregates	200.00	58.00
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	3.75	1,687.50
30	tons	Furnishing and Placing 121-150 Asphalt	40.00	400.00
6	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	1,200.00
			40.00	240.00
		Subtotal		$46,187.50
		10% Engr. & Cont.		4,618.75
		Total		$50,806.25

Length 0.290 mile
Cost per mile $175,193.96

Survey plan by PRA 5/7/48

4-Lane Pavement (Sta. 913+86 to 921+25)

All Required		Clearing and Grubbing (6%)		$ 900.00
310	cu. yds.	Structural Excavation, Unclassified	$ 3.00	930.00
6,000	cu. yds.	General Excavation, Unclassified	0.40	2,400.00
340	cu. yds.	Excavating and Placing Topsoil	1.50	510.00
170	yd. mi.	Truck Haul on Topsoil	0.15	25.50
1,300	lin. ft.	Rounding Cutbanks	0.15	195.00
0.14	mile	Finishing Roadbed and Slopes	600.00	84.00
340	lin. ft.	12" Perforated Metal Drain Pipe	2.50	850.00
190	lin. ft.	12" Concrete Pipe	2.00	380.00
110	lin. ft.	18" Concrete Pipe	3.00	330.00
200	lin. ft.	8" Sewer Pipe	1.00	200.00
270	lin. ft.	12" Sewer Pipe	1.50	405.00
130	cu. yds.	Rock or Gravel Backfill in Drains	4.00	520.00
4	only	Concrete Catch Basins	50.00	200.00
100	cu. yds.	Concrete Curbs	50.00	5,000.00
60	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	3.50	210.00
All Required		Construct Recesses for Traffic Control Markers (80%)		80.00
920	lin. ft.	1" Electrical Conduit	0.60	552.00
4,380	cu. yds.	Crusher-run Rock in Subbase	2.00	8,760.00
720	cu. yds.	2" - 0" Rock in Base	2.50	1,800.00
1,360	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	3,400.00
150	M-gals.	Sprinkling	3.00	450.00
0.14	mile	Preparation of Base	200.00	28.00
610	cu. yds.	Furnishing and Placing Aggregates	3.75	2,287.50
10	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	400.00
40	tons	Furnishing and Placing 121-150 Asphalt	40.00	1,600.00
8	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00	320.00
			Subtotal	$32,847.00
			10% Engr. & Cont.	3,284.70
			Total	$36,131.70
		Length	0.140 mile	
		Cost per mile	$258,083.57	

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
2-Lane Pavement	$50,806.25	$15,194.00	$35,612.25
4-Lane Pavement	36,131.70	10,806.00	25,325.70
	$86,937.95	$26,000.00	$60,937.95

RECEIVED
MAY 12 1942
FOR FILING

F-133(12)

May 7, 1942

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Agate Beach-Newport Section, Project No. F-133 (12), which estimate has been revised by elimination of the construction of the oil footpath, which work was included in the P.S. & E. papers sent to you previously.

We are sending, under separate cover, the following papers, also revised to eliminate the footpath items:

1. Special provisions, page 1 and page 31, 32, 33 and 34, the one page replacing the four pages in the proposals you now have

2. Bid item sheet number 5

3. Plan sheets numbers 2, 2-A, 4, 5, 6, 10, 11 and 12

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMH/ge

Encl.

RECEIVED
MAY 14
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 7, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-98(6), Agate Beach - Newport Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 1
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

May 7, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-133(12), Agate Beach - Newport Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights-of-way or rights-of-entry have been secured.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 13 1948
OREGON
STATE HIGHWAY COMMISSION

UI-161(13) Eugene (High St.-Walnut St.) Sec., Pacific Hwy. 1949

#3033 Folder # 2

RECEIVED
JAN 1 9 1952
FOR FILING

UT-161(13)
3033

Cross Referenced To:
adm
Gen Staff
Prof A.

January 15, 1952

Mr. J. C. Lindstrom
Business Manager
University of Oregon
Eugene, Oregon

Dear Mr. Lindstrom:

Reference is made to your letter of January 14, wherein you advised that the total cost to the University of Oregon in connection with the construction of the spur track and oil service line, railroad fill, et cetera, at the Physical Plant site, is $8,648.32.

It is requested that you please submit detailed billing for this amount, and the same will be processed for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWims

cc Mr. S. H. Probert
Mr. C. H. Maison

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
Eugene, Oregon

January 14, 1952

Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Williams:

This is to certify that the University of Oregon Physical Plant Department has completed its work in connection with the construction of the spur track and oil service line, railroad fill, etc., at the Physical Plant Warehouse site on University of Oregon campus, Eugene. The total cost came to $8,848.32, which is slightly less than the amount the State Highway Commission agreed to assume; namely, $8,855.19.

Inasmuch as the University of Oregon Physical Plant Department has advanced its cash for materials and wages to this extent, it would be appreciated if you would arrange to reimburse us for this amount.

All of the payments made by the University of Oregon have cleared through the Secretary of State's Office.

Sincerely yours,

J. O. Lindstrom
Business Manager

cc Mr. Bauer

NOTED
W. C. WILLIAMS

RECEIVED
Mar. 28 1951
FOR FILING

UT-161(13)
3033

March 28, 1951

Mr. J. O. Lindstrom, Business Manager
University of Oregon
Eugene, Oregon

Dear Mr. Lindstrom:

We have now been advised by the Southern Pacific Company that its final billing for construction of the University of Oregon spur track is $5,864.81.

On this basis, it will be in order for you to bill the Oregon State Highway Commission for not to exceed $8,855.19, which represents the difference between the amount to be paid the Railroad Company and the maximum amount to be paid by the State of $14,720.

You may submit the billing at your early convenience.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. I. I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Mr. M. H. Hawke

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

March 26, 1951

GMO-41647

Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

Referring to your letter of March 9, 1951 concerning bill for University of Oregon spur track at Eugene, Oregon.

The detailed bill Dept. No. J-752 dated December, 1950 in amount $5,864.81 is complete and final billing for Southern Pacific Company charges in connection with construction of University of Oregon spur track at Eugene, Oregon.

Yours truly,

L P Hopkins

RECEIVED
MAR 28 1951
OREGON
STATE HIGHWAY COMMISSION

CORRESPONDENCE IN THIS

CLIP IS COMPLETE FILE ON SPUR TRACK TO PHYSICAL

PLANT AT UNIVERSITY OF OREGON. Eugene -

HIGH STREET-WALNUT STREET CONTRACT

No. 3033 -UI-161(13)

RECEIVED
MAR 12 1951
FOR FILING

UT - 161 (13)
3073

March 9, 1951

Mr. L. F. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We have an agreement with the University of Oregon wherein a maximum amount is set up that the State will pay for the construction of the railroad spur and oil service line to the University of Oregon Physical Plant. We have recently approved billing from you for construction of the spur track in the amount of $5,864.81. Will you please advise us if this is the complete and final billing for the construction of the spur track. This information is needed in order to complete our reimbursement to the University of Oregon for construction of railroad fill, oil service line, et cetera.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

RECEIVED
MAR 1 - 1951
FOR FILING

March 9, 1951

Mr. J. O. Lindstrom, Business Manager
University of Oregon
Eugene, Oregon

Dear Mr. Lindstrom:

With reference to construction of the spur track and oil service line at the University of Oregon Physical Plant, I can advise you that bills so far presented to us by the Southern Pacific Company indicate that the cost of constructing the railroad spur was $5,864.81. If this is the total and final cost, there would be a balance between this amount and the maximum amount of $14,720 which the State agreed to assume of $8,855.19.

When we have been released from all further payment or billing from the Railway Company, we will accept billing from you for the balance between the Railroad Company's cost and the agreed maximum of $14,720.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. I. I. Wright
Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Mr. M. H. Hawke

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
EUGENE, OREGON

March 7, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

Attached is a copy of my letter to you of March 28, 1950, concerning the railroad fill near the University of Oregon heating plant. Our costs will probably run to $9,350 which includes $1,064 for the oil service line and $8,286 for the railway spur fill.

You will note that the attached letter of March 28 indicates that the State Highway Commission expense will be limited to $14,720, this to include the amount you will pay the Southern Pacific Company for its work.

The purpose of this letter is to determine from you whether or not the Southern Pacific bill was of such an amount that the over-run on our part of approximately $2,100 was saved in the Southern Pacific billing, and, therefore, could be used to cover our billing.

We shall be pleased to hear from you at your convenience. Thank you for your attention.

Sincerely yours,

J. O. Lindstrom
Business Manager

JOL:is

cc - Mr. I. I. Wright

RECEIVED
MAR 9 1951
OREGON
STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
EUGENE, OREGON

March 28, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

This will confirm our telephone conversation of today wherein it was agreed that the State Highway Commission would not be put to a greater expense than $14,720 in connection with the railway spur near the University of Oregon Physical Plant and the oil service line. The University, as I stated over the telephone, didn't realize that the estimate of the Southern Pacific Company included nothing for fill. You also stated that you didn't realize this until you got into this recently, so, in this respect, we both misinterpreted the Southern Pacific report.

The University will go ahead and complete the fill needed for the railroad spur and then the Southern Pacific will go ahead and complete the spur, including the placing of the ties and rails, and then, after the Southern Pacific bills you which should not exceed $7,520, then the University will bill you so that your total costs will not exceed $14,720, including the amount you pay the Southern Pacific Company for this work.

In case the University costs for the fill and for the oil service line are less than $7,200 (assuming that the Southern Pacific Company will charge you $7,520) then, of course, we will bill you only for our actual costs. Our actual costs also will not include any markup for overhead or supervision but will be exactly what we have to pay for the fill material hauled in which at present we believe will be 7¼¢ a cubic yard plus the cost we have to pay the contractor for the oil service line.

To summarize then, the total cost the University will expect the State Highway Commission to pay for this project will be $14,720, and the cost will be less should the actual cost be less.

The University deeply appreciates your cooperation in this matter.

Sincerely yours,

J. O. Lindstrom
Business Manager

JOL:is

cc - Mr. I. I. Wright

RECEIVED
MAR 9 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
2 - 1951
FOR FILING

Salem, Oregon ~~March 1~~, 19~~51~~

STATE OF OREGON,

U1-161(13)

3033

To ~~Southern Pacific Company~~
~~San Francisco, California~~, Dr.

Project ~~High Street-Walnut Street Section~~
~~of Eugene~~

Highway Comm. Agreement No. ~~Misc. 650~~

Sub-Division No.

Ry. Company's Agreement No. ~~S-13040~~

Estimate No. ~~1 - Final~~

Period Covered ~~Entire job~~
10/49 - 6/50

Prefix & Acct. No. ~~20 - 1053~~

Item	Total Amount To Date	Previous Amount	Present Amount
~~Invoice No. 42062~~	~~$5,864.81~~	~~-0-~~	~~$5,864.81~~
Totals	$5,864.81		$5,864.81
Retained ____ %	-0-		-0-
Total Payments	$5,864.81		$5,864.81

Pay This Estimate $5,864.81

Computed by _____ Checked by ____

Approved Field Engr. _____

Previous Voucher No. _____

Approved:

_____
Bridge Office Engineer

RECEIVED
2 - 1951
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

February 27, 1951

GMO-41647

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Referring to your letter of February 21, 1951 relative to University of Oregon heating plant spur at Eugene.

Please refer to Oregon State Highway Commission's letter August 18, 1948 requesting us to construct the entire spur track to serve University of Oregon heating plant at Oregon State Highway Commission's expense. There has been no change in this understanding, except that Southern Pacific Company in this instance elected to pay the maintenance costs from point of switch to clearance point; balance of track maintained at University of Oregon's expense.

The entire spur is owned by State of Oregon acting by and through Board of Higher Eduction.

Industrial track agreement dated October 27, 1949 with State of Oregon provides for this.

Yours truly,

NOTED
W. C. WILLIAMS
RECEIVED
MAR 1 1951
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Gardner -
Please note
and return to
files - OK
to pay bill for
switch to clearance
Point.

Williams

421042

Labor

Supervision 10% of			
Vacation Allowance 2% of			
Ret & SC Tax 4%			

Materials

Track Material

115# Rail				
115# Rail				
SC 60# Rail				
" 115# Angle Bars				
115/90# Compromise				
115# Track Bolts				
" " "				
115# Lockwashers				
90# "				
115# Turnout Comp.	1			
SC 90# Sw. Ft. Metal:				
14-1/2° Compl.	1			
Sc 90# Deflecting Rail				
"Insure Derail" Sign	1			
SC 60" Tie Plates				
" " " "				
" 115# Anti-Creepers				
6" Track Spikes				
7x9 Creo. Butt Ties				
8x12 Creo. Fir Heel Block				
7x9 " " "				
SC 7x9 " Crossing Tie				
Track Guardship Post	1			
#3 Crushed Gravel				

421042

Signal material					
[illegible] Strand Bonds	2		2.42 ea.	4.84	
48" " "	3		2.80 C	5.39	
90# Insul. Brkts	2		2.59 ea.	45.18	
110# " " armored	2	"	20.41 "	41.82	
2-1/2" Wood Moulding	1	pc.	.34 ea.	.34	
Tie Spacing Straps	4	"	.69 "	2.76	
Fig. 4 Angle Iron	2	[illegible]	.64 Set	1.28	
3/4"x9" machine Bolts	1		20.83 C	1.25	
3/4" Lockwashers	4		.01 ea.	.06	
3/4"x4" Drive Lag Screws	12		10.58 C	1.27	
1" Switch Controller Lugs	2		.06 ea.	.12	
Ball Type Switch Lugs	2		3.87 "	7.74	
Non-Insul. Ball Studs	1		2.24 "	4.48	
Switch Circuit Controllers	1		12.10 "	105.20	
Switch Tie not grooved	1		6.99 "	6.99	
" " Grooved	1		9.99 "	9.99	
3/4"x4" Bolts	2		28.50 C	.57	
#6 Insul. Copper Wire	200	ft.	77.65 M ft.	15.53	
Size A Trunking	100	"	12.96 C ft.	12.96	
" " " Cover	125	ft.	4.40 C ft.	5.50	2,642.69
March 1950					
Telegraph Expense					
Labor					
District Lineman	44	hrs. @	1.9155	84.37	
Lead "	44	"	1.9376	84.95	
Linemen	134	"	1.8650	251.21	
Supervision 10% of	420.53			40.05	
Soc & Ret. Tax 9.18% of	"			36.77	
Personal Expenses				16.60	
Equipment Rental					
3/4 T Truck	5-1/2	days @	5.75 day	31.63	
1-1/2 T "	5-1/2	"	7.70 "	42.35	
Gasoline	1[illegible]	gals.	.28 Gal.	4.20	
June 1950					
Telegraph Expense					
Labor					
District Lineman	[illegible]	hrs. @	2.0020	14.01	
Extra "	4	"	1.9417	7.76	
Supervision 10% of	15.84			2.58	
Soc. & Ret Tax 9.18% of	"			2.37	

Material Used					
45 Ft. Cl 1 RAC Poles	3	@	115.30 Lot		115.30
Material Released					
30 ft. Cl 1 RAC Poles	2		53.20 Lot		53.20
Personal Expenses					4.00
Equipment Rental					
3/4 T Truck	[illegible]	@	[illegible] day		6.47
Gasoline	5 Gals.		.28 Gal.		1.40
Truck Forces					
Labor Sec 13	[illegible]	hrs.	@ [illegible]		405.50
Supervision	[illegible]				40.55
Veh. & KB Tax	[illegible]				37.22
Materials from 1210 491' Beyond Clear Point					
Truck Material					
SH 90# Rail	96 ft.	2,[illegible]#	@	40.00 GT	51.43
" 75# "	[illegible]	" 22,[illegible]#		40.00 "	[illegible]
" 75# Cont Joints	28 pr.	2,130#		40.00 "	38.04
" 75/90# Comp. "	2 "	199#		40.00 "	3.55
" 10" Tie Plates	429	5,165#		40.00 "	92.23
" 8" " "	60	395#		40.00 "	7.05
90# Track Bolts	4			19.75 C	.79
75# " "	[illegible]			[illegible] C	[illegible]
15/16" Lockwashers	180			9.00 C	10.64
Track Spikes	1340			75.75 M	101.55
SH 7x9 Creo. Fir Cross Ties	275			240.98 C	662.70
River Run Gravel	76 Cu. Yds.			72.38 C Cu Yds	55.77
" " "	80 " "			98.49 "	73.79
Material Released					
Scp. 113# Rail	18 ft	678#		10.50 GT	3.18
SH 90#-62# Taper Rails 8'3"	2			2.50 ea.	5.00
SH 62# Rail	452 ft.	9,[illegible]#		40.00 GT	166.80 [illegible]

$ 5,364 81

Sander

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

February 21, 1951

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Mr. L. W. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: University of Oregon Heating Plant Spur

Your invoice number 42104.2 to the State Highway Commission covering costs of construction of the heating plant spur has come to me for approval before payment.

In reviewing our correspondence concerning this matter, I note a copy of a letter dated September 9, 1949 from your office to Mr. Irwin I. Wright, superintendent of the physical plant, University of Oregon, wherein you state that your company will construct, own and maintain the first 145 feet of the spur and that the balance of the track will be constructed at the entire expense of the Oregon State Highway Commission.

Regarding the invoice it is noted that you have billed the Highway Commission for "Material, 145'; Switch to Clear Point" in the amount of $2,642.69 and further, that several items of expense covering labor, equipment rental, etc., are not titled or labeled so that we can segregate the costs chargeable to each portion of the track, i.e. 145' switch to clear point and 491' beyond the clear point.

If it was your intention to construct the first 145 feet of the spur at your own expense then it appears to us that the cost of this work should not be included in the billing to the highway department for their portion of the track. We are withholding payment on the invoice until we receive clarification from you on this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Assistant State Highway Engineer

cc S. S. Parson
CAGgn
Encl.

cc Auditor Misc. Accts.

S-155-A

SOUTHERN PACIFIC COMPANY

STATEMENT OF ACCOUNT

San Francisco, California, 2-12- 1951

File EB-220-113

Following is statement of bills which our records indicate to be unpaid.

Your prompt remittance to our Local Treasurer, 65 Market St., San Francisco, California, will be appreciated, or please advise the undersigned when settlement may be expected or reason for non-payment.

GEO. NELSON,
Auditor of Miscellaneous Accounts.

Per S

State of Oregon
State Highway Commission
Salem, Oregon

BILL NUMBER	MONTH	DESCRIPTION	AMOUNT	REMARKS
421042	1-9-51	For expense incurred during October 1949 March & June 1950 in connection with construction of spur track to serve the University of Oregon at Eugene, Oregon agreement F 13060	$ 5,864 81	

RECEIVED
FEB 16 1951
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

OK 7-7 1951
E. E. Chapman
R. S. ENGR.
APPROVED

BILL COLLECTIBLE

S-180
(A.A.R. 208)

Bill No. 421042

Quote above number when remitting

Month's Account [illegible]

Portland Division Dept. No. [illegible]

Date Made JAN 9 1951 19

To SOUTHERN PACIFIC COMPANY, Dr.

State of Oregon
State Highway Commission
Salem, Oregon

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
San Francisco 5, California

For expense incurred during [illegible] 50 in connection with [illegible] University of Oregon at Eugene, Oregon dated October 27, 1949. GMO 4164. Detail attached.	
I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor materials and all conditions of purchase applicable to the transaction have been complied with; and that to the best of my knowledge and belief no part thereof is included in any bill heretofore rendered for the amounts billed. [illegible] Comptroller [illegible] University of Oregon	$ 5,464 83

DISTRIBUTION: 7-9-51
APPROVED
K. W. Lytle
DIV. [illegible]

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

RECEIVED
FEB 23 1951
FOR FILING

UJ-161(15)
3033

Cross Referenced To:
adm
Dir. Hist. of
O.S.C.

February 21, 1951

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Re: University of Oregon Heating Plant Spur

Your invoice number 42162 to the State Highway Commission covering costs of construction of the heating plant spur has come to me for approval before payment.

In reviewing our correspondence concerning this matter, I note a copy of a letter dated September 9, 1949 from your office to Mr. Irwin I. Wright, superintendent of the physical plant, University of Oregon, wherein you state that your company will construct, own and maintain the first 145 feet of the spur and that the balance of the track will be constructed at the entire expense of the Oregon State Highway Commission.

Regarding the invoice it is noted that you have billed the Highway Commission for "Material, 145'; Switch to Clear Point" in the amount of $2,642.69 and further, that several items of expense covering labor, equipment rental, etc., are not titled or labeled so that we can segregate the costs chargeable to each portion of the track, i.e. 145' switch to clear point and 491' beyond the clear point.

If it was your intention to construct the first 145 feet of the spur at your own expense then it appears to us that the cost of this work should not be included in the billing to the highway department for their portion of the track. We are withholding payment on the invoice until we receive clarification from you on this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc C. S. Paxson

CACgn
Encl.

cc Auditor Misc. Accts.

FOR FILING

COMMISSION
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

NI 141-(13)
3-33

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
N. B. GLAISYER
SECRETARY

October 25, 1950

NOTED
W. C. WILLIAMS

Mr. I. I. Wright
Physical Plant Superintendent
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

Re: High Street-Walnut Street Section,
Eugene, Oregon

As requested by Mr. W. C. Williams in his letter of October 20th, we are forwarding under separate cover a copy of the completed sprinkler and planting plans.

Very truly yours,

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MAM:be

Sep. Cov. - Sprinkler and planting plans

cc: Mr. W. C. Williams

RECEIVED
2 4 1950
FOR FILING

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
Eugene, Oregon

October 23, 1950

U1-161 (13)

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Subject: High Street-Walnut Street Section, Highway Development

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have your letter of October 20 requesting that the Physical Plant take over the maintenance of Parcels 3 and 4 and the parking strip from Alder to Onyx Street, covered by the agreement between the University and the State Highway Commission. The Physical Plant Department of the University will be ready to assume this responsibility at that time.

I appreciate your offer of the plans covering the sprinkling system in these areas. This information will be needed by this department.

If we have any questions we will take them up with Mr. Ford, District Maintenance Superintendent, here at Eugene as you suggested in your letter.

Thank you.

RECEIVED
OCT 24 1950
OREGON
STATE HIGHWAY COMMISSION

Sincerely yours,

Irwin I. Wright, Superintendent
Department of Physical Plant

IIW:sm
CC: Mr. J. O. Lindstrom
Mr. H. K. Newburn

RECEIVED
OCT 23 1950
FOR FILING

HE-11.1(1-5)
3.33
2245

October 20, 1950

Mr. J. K. Wright
Physical Plant Superintendent
University of Oregon
Eugene, Oregon

Re: High Street-Salem Street Section,
Eugene, Oregon

Dear Mr. Wright:

Dr. H. K. Newburn, President of the University of Oregon, suggested, in his letter of October 16 to the writer, that we indicate to you the exact date that we desire your forces to take over the maintenance of reroute 3 and 4 and the parking strip between Alder and Onyx Streets in accordance with the agreement between the University and the State Highway Commission.

It is requested that you assume responsibility for maintenance of these areas on October 25, 1950. I am requesting Mr. Ford, District Maintenance Superintendent at Eugene, to contact you with respect to this transaction and to answer any questions you might have concerning the work.

In addition, this office will furnish you copies of the completed sprinkler system and planting plans in the immediate future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Dr. H. K. Newburn, President
University of Oregon
Mr. D. H. Stiffler
Mr. H. G. Smith
Mr. M. M. Astrup
Mr. K. D. Lytle
Mr. A. J. Ford

— Please furnish plans direct with copy of letter of transmittal to me.
(Sgd) W. C. W.

ASSIGNMENT

No. 2145 1445

Date: October 18, 1950

By

Description: Dr. H. K. Newburn's letter of Oct. 16 re maintenance of area between Alder Street and Onyx Street as per contract

Acknowledged by _____ Referred to __ Acting _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 19 Oct. Report received

Remarks: When should they take over?
WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

UNIVERSITY OF OREGON
EUGENE

Office of the President

16 October 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

High Street-Walnut Street Section,
Eugene, Oregon

Your letter of September 22, 1950 has been discussed with our Physical Plant people, and I am happy to report to you that the University Physical Plant Department is ready to take over the maintenance of this area between Alder Street and Onyx Street in accordance with the contract between the University and the State Highway Commission.

The University of Oregon deeply appreciates the interest of yourself, Mr. Baldock, and the State Highway Commission in making this highway development, adjacent to the University of Oregon, as attractive as it will be when the plantings and grass reach their full development.

I would like to suggest that your office write to Mr. I. I. Wright, Physical Plant Superintendent here, indicating the exact date that you wish his office to take over the maintenance as required in the contract.

NOTED
W. C. WILLIAMS

Sincerely yours,

H. K. Newburn

H. K. Newburn
President

cc: R. H. Baldock,
State Highway Engineer
J. O. Lindstrom,
Business Manager
I. I. Wright,
Physical Plant Superintendent

RECEIVED
OCT 17 1950
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

Cross Referenced To:
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Ore. State of
University of

Misc-Hist(13)
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3133

September 22, 1950

1010
1102

Dr. Ba A. Hedrick, President
University of Oregon
Eugene, Oregon

Dear Doctor Hedrick:

Subject: High Stress[illegible] Street
[illegible], Eugene

The State Highway Commission and the University of Oregon, by and through the Board of Higher Education, entered into an agreement with the State Highway Commission in 1945 concerning the development and maintenance of the High Stress Unimak Street Section of the Pacific Highway where it passes through or borders the University property. For the changes in construction plans, the agreement was revised in 1946 and the mileage references given in this letter refer to the map attached to the revised agreement as Exhibit "A".

The Highway Commission has furnished a sprinkler system in Parcels 3 and 4, and in the parking strips between Alder Street and Onyx Street. It has further improved said areas by planting them to grass, trees and shrubs in accordance with plans developed in conjunction with University authorities. Only the work that was to be done by the State Highway Commission has been completed.

May we have your affirmation that the University hereafter accepts the responsibility for maintenance of these areas in accordance with the terms of the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

R. O. Williams
Assistant State Highway Engineer

MHA:be

cc: R. O. Smith
W. W. Stauffer
E. D. Lyttle
A. J. Ford
Hugh H. Arbury

OR FILING

Adms
Oregon
U&O

March 29, 1930

Mr. J. O. Lindstrom
Business Manager
University of Oregon
Eugene, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 26, confirming telephone conversation relative to the railroad spur and oil service line to serve the University of Oregon Physical Plant.

You have correctly stated the facts, which are that the State will cooperate to the extent of, but not more than, $14,720. In the event the actual costs are less than $14,720, the State shall pay only the actual costs.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

WGW:er

cc: H. G. Smith

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
EUGENE, OREGON

March 28, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

This will confirm our telephone conversation of today wherein it was agreed that the State Highway Commission would not be put to a greater expense than $14,720 in connection with the railway spur near the University of Oregon Physical Plant and the oil service line. The University, as I stated over the telephone, didn't realize that the estimate of the Southern Pacific Company included nothing for fill. You also stated that you didn't realize this until you got into this recently, so, in this respect, we both misinterpreted the Southern Pacific report.

The University will go ahead and complete the fill needed for the railroad spur and then the Southern Pacific will go ahead and complete the spur, including the placing of the ties and rails, and then, after the Southern Pacific bills you which should not exceed $7,520, then the University will bill you so that your total costs will not exceed $14,720, including the amount you pay the Southern Pacific Company for this work.

In case the University costs for the fill and for the oil service line are less than $7,200 (assuming that the SouthernPacific Company will charge you $7,520) then, of course, we will bill you only for our actual costs. Our actual costs also will not include any markup for overhead or supervision but will be exactly what we have to pay for the fill material hauled in which at present we believe will be 74¢ a cubic yard plus the cost we have to pay the contractor for the oil service line.

To summarize then, the total cost the University will expect the State Highway Commission to pay for this project will be $14,720, and the cost will be less should the actual cost be less.

The University deeply appreciates your cooperation in this matter.

Sincerely yours,

J. O. Lindstrom
Business Manager

JOL:is

cc - Mr. I. I. Wright

RECEIVED
MAR 29 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 24 1950
FOR FILING

March 23, 1950

Mr. Irvin L. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

Apparently there is misunderstanding as to such grading as may be necessary for the construction of the University of Oregon spur track.

Originally the State Highway Commission constructed the grade necessary for the two-car spur which it was agreed would be constructed in the original agreement. Later you requested a longer spur, and we requested estimates of cost so that we could determine what the cost would be to the State Highway Commission. Upon your request, the Southern Pacific Company furnished such estimates of cost, the final estimate being submitted under date of August 2, 1949, the total amount being $7,500. The estimate of cost was accompanied by Southern Pacific Company Drawing [illegible], as revised July 29, 1949.

On this estimate, the State Highway Commission at its meeting on August 1-2 approved the construction of this spur at state expense, as well as an ultimate cost of approximately $7,200 to construct an oil service line from the spur track to the University power plant.

The State Highway Commission has made no commitment other than above set forth, and it would appear that the University of Oregon should make arrangements to do or have done at its expense, the necessary grading work to permit the spur track to be constructed to afford a four-car holding track.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. J. C. Lindstrom
Mr. L. P. Hopkins
Mr. H. G. Welsh

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FORM E-50 2EH 1-49 20052

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

Mr. Lytle advises that the extension of the University spur at Eugene will require 8,700 cubic yards of borrow, which he feels will cost about $0.75 per cubic yard. In addition, the telegraph wires will need to be raised at a considerable expense, as there are a great many wires on each pole.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
6 1950
FOR FILING
Admin
Oregon
Hwy

March 3, 1950

Mr. L. F. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

The University of Oregon is quite concerned over the slow progress made in constructing the spur track to serve the University of Oregon heating plant at Eugene.

I would appreciate very much your advising us of the present status of this work as well as the estimated completion date. It will also be appreciated if you will expedite this work as much as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. Irwin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
[redacted]

February 24, 1950

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Engineer, State Highway Department
Salem, Oregon

Subject: University of Oregon Heating Plant Side Track

Dear Mr. Williams:

The construction of our new heating plant is now moving along at a rapid rate and we will soon be to a point where the siding that is to be constructed by the State Highway Department for the University will be needed badly. This siding was started in the Fall by the Southern Pacific people and has not made any progress since, and we are becoming concerned over the delay.

I would appreciate it if you will contact Mr. Hopkins of the Southern Pacific Company and see if this can be completed in the near future. I am enclosing a copy of Mr. Hopkins' letter in answer to my letter to him of February 13th.

Sincerely,

Irwin Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

Encl
cc - Mr. L. P. Hopkins
Mr. J. O. Lindstrom

COPY

SOUTHERN PACIFIC COMPANY
Union Station, Portland 9, Oregon

L. P. Hopkins
Superintendent

February 16, 1950

In Reply Refer to
GMO-41647

University of Oregon,
Department of Physical Plant,
Eugene, Oregon

Attention: Irwin I. Wright, Superintendent
Department of Physical Plant

Gentlemen:

Your letter February 13th regarding completion of the siding for the heating plant at University of Oregon, Eugene.

It is my understanding that this work is being held up pending the completion of grading which understand is being performed by contract. We have all the material available to complete the spur and will be glad to do so as soon as the grading is finished.

Yours truly,

/S/ L. P. Hopkins

...15 1950
...FOR FILING

Adams
Oregon
UO

UNIVERSITY OF OREGON
ENGINEERING DIVISION
EUGENE, OREGON

February 13, 1950

NOTED
W. C. WILLIAMS

Mr. L. P. Hopkins
Superintendent, Southern Pacific Company
Union Station
Portland, Oregon

Subject: Siding, Heating Plant, University of Oregon

Dear Mr. Hopkins:

The Southern Pacific workmen have constructed part of the siding here at the University of Oregon warehouse and Heating Plant site. I notice that there has been no work done on this for some time. It is quite important that this siding be completed so that the contractors now constructing the new Heating Plant will be able to use it when the large and heavy equipment arrives for this building. It is anticipated that some of this material will be in Eugene fairly early this spring.

I wonder if there is anything that can be done to hurry this siding along.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. Donald Kreeker
Mr. W. C. Williams
Mr. J. O. Lindstrom

COPY

RECEIVED
JAN - 5 1950
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO
GMO-41647

January 4, 1950

Adm
Oregon
Ugd

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention - Mr. W C Williams -
Asst. State Highway Engineer

Gentlemen:

Yours December 27th concerning construction of spur track for University of Oregon wherein you call attention to salvaging of the 62# rail which was in the original spur.

We are agreeable to salvaging the 62# rail and allowing salvage value there for on the final billing on the University of Oregon spur.

Yours truly,

L O Harris

NOTED
W. C. WILLIAMS

RECEIVED
DEC 28 1949
FOR FILING

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Ore. State of
U. of O.

File

December 27, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are advised by our Resident Engineer at Eugene that your Roadmaster, Mr. Paul Kentaley, advises that his orders are to place all 75-pound rails on the spur track for the University of Oregon and to pick up the 60-pound rails which the State Highway Department had salvaged for the purpose of replacing the spur.

We originally approved your plan for the use of 75-pound rails, but it was with the understanding that we be given salvage value for the lighter rails originally intended for the purpose.

It is requested that the matter of salvage value for the state-owned rails be taken into consideration in making your final billing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

WCW:mmb

cc Mr. H. G. Smith
Mr. E. E. Umphlette

FORM E-80 REM 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
Dec. 23, 1949

SUBJECT: University Spur

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

Mr. Wright, Superintendent of U. of O. Physical Plant, has informed me that a new agreement has been drawn up with the State for the Southern Pacific Co. to place 630 feet of spur track instead of the two car tract originally planned.

In taking the matter of the spur up with Mr Paul Krutzler, Southern Pacific Roadmaster, he stated that his orders were to place the spur with all 75# rails, and pick up the 62# rails we salvaged for the purpose of replacing the spur. He also mentioned that nothing had been arranged to give the State credit for the lighter steel.

Inasmuch, as it is required to place approximately 200 feet of track beyond the sawdust hopper for empty cars, it would appear like the 62# rail, owned by the State, could be utilized at the end of the spur which would save the State the expense of the new steel. On the other-hand I would suggest that it be arranged with the Southern Pacific Company to give the State credit for the 62# rails.

NOTED
W. C. WILL...

Very truly yours,

E. E. Umphlette

E. E. Umphlette
Resident Engineer

EEU:wn
cc: K. D. Lytle

RECEIVED
OCT 27 1949
FOR FILING

adm
Oe. State of
U. of O.

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
[illegible], OREGON

October 17, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Acting State Highway Engineer
Salem, Oregon

Subject: University of Oregon Spur Track

Dear Mr. Williams:

Referring to your letter of October 12 regarding the 8x18 beams, I did not mean to refer to these as part of the hopper in my letter to you. These beams are part of the trestle which is being furnished by the Highway Department through the Southern Pacific Company to span the unloading hopper which is part of our heating plant contract. The beams referred to were figured in the cost sheet sent to you by the Southern Pacific Company, therefore it is our belief that it becomes part of the problem of the State Highway Department.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

RECEIVED
OCT 19 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1949
FOR FILING

Salem
Oregon
1490

October 12, 1949

Mr. Irvin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

Reference is made to a letter addressed to J. D. Bronner by L. P. Hopkins, having reference to the size of stringers to be used in the construction of a cement unloading conveyer for the new University of Oregon heating plant.

We believe that the standard steel stringers; that is, 8"x18", should be used in lieu of 6"x12". However, I wish to point out that the building of a cement unloading hopper was not included in the work for which the State Highway Commission was to reimburse the Southern Pacific Company. We agreed to reimburse the Southern Pacific Company for a 630-foot spur, but no mention was made of an unloading hopper. Neither does the estimate of cost of the spur furnished to us by the railroad company include the unloading hopper.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hl
cc Mr. L. P. Hopkins
Mr. H. G. Smith

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
Eugene, Oregon

October 10, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant Highway Engineer
Highway Department
Salem, Oregon

Dear Mr. Williams:

I am enclosing letter from Mr. L. P. Hopkins, Superintendent of Southern Pacific Railroad Company at Portland, which he had addressed to Mr. J. Donald Kroeker.

Since the construction of the R.R. Spur and the trestle is being taken care of by the State Highway Department, Mr. Kroeker suggested that this be sent on to you and he has asked that I do this. The change in stringers as far as the University is concerned is satisfactory.

Sincerely,

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. Donald Kroeker
Mr. J. O. Lindstrom

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

GMO-41647

September 30, 1949

Mr. J. D. Kroeker
402 Failing Bldg.
Portland 4, Oregon

Dear Sir:

Our letter August 15, 1949, file GMO-41647.

We have made further review of plans you furnished in connection with construction of sawdust unloading conveyor for University of Oregon heating plant at Eugene and note that you proposed to use eight 6x18" stringers on the 14' deck of trestle. Would like to suggest that instead of using eight 6x18" stringers you use eight 8x18" stringers. Type of locomotive that will operate over this structure will require loading capacity of more than Cooper's E-50 loading. Engine probably will run as high as E-55. The 6x18" stringers are not standard and 8x18" stringers which are standard would be more readily available. Our standard trestle design for this type trestle uses eight 8x18" stringers.

Yours truly,

L P Hopkins

RECEIVED
OCT 7 1949
J. Donald Kroeker
CONSULTING ENGINEER

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 12 1949
FOR FILING

S-2660-B

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L-25

L. P. HOPKINS
SUPERINTENDENT

RECEIVED
SEP 1
STATE HIGHWAY COMMISSION

September 9, 1949

adw
Ltr. State of
U. of O.

V. C. WILLIAMS

Mr. Irwin L. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

Referring to your letter of August 22, 1949 relative to constructing spur track to serve new heating plant at Eugene.

We have prepared and attached duplicate counterparts of proposed industrial track agreement relating to construction, maintenance and operation of 630-ft spur at the new location.

Southern Pacific Company will construct, own and maintain the first 145 feet of spur; balance of track will be constructed at entire expense of Oregon State Highway Commission.

If satisfactory, please have the Board of Higher Education sign both copies of agreement, affix corporate seal, and initial deleted portion of printed matter and added section 11 in the margin opposite; thereafter return for further attention. Later will forward copy for your records.

Yours truly,

(Signed) L. P. HOPKINS

cc: Mr. W. C. Williams
Ass't State Highway Engineer
State Highway Department
Salem, Oregon

RECEIVED
AUG 31 1949
FOR FILING

Adm
Oregon
U of O

August 29, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

This letter is your authority to construct a spur track to the new heating plant at the University of Oregon as per your Drawing P-12430-A and bill the State Highway Commission for the actual cost thereof, less salvage, upon completion.

The above is based upon your estimate of $7,520.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. Irwin L. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Mr. J. O. Lindstrom
Business Manager
University of Oregon
Eugene, Oregon

Mr. H. G. Smith

Mr. M. H. Hawks

UNIVERSITY OF OREGON
EUGENE, OREGON

OFFICE OF SUPERVISING ENGINEER

August 22, 1949

Mr. L. F. Hopkins
Superintendent, Southern Pacific Company
Union Station
Portland 9, Oregon

NOTED
W. C. WILLIAMS

Reference: GMO-41647

Dear Mr. Hopkins:

Referring to your letter of August 2, with attached Drawing P-12430-A.

This arrangement for the track at the new heating plant will be satisfactory with the University. We are quite anxious to, if possible, have this track installed yet this fall so that it can be used in unloading equipment for our new buildings. It is my understanding, after talking to Mr. Stonecker, that construction would start immediately.

If there is any question regarding this arrangement, please let me know at once.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. W. C. Williams
Ass't State Highway Engineer

Mr. J. O. Lindstrom
Business Manager, University of Oregon

Mr. J. Donald Kroeker
402 Failing Building
Portland, Oregon

RECEIVED
AUG 24 1949
OREGON
STATE HIGHWAY COMMISSION

COPY

S-2660-B

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

August 22, 1949

IN REPLY PLEASE REFER TO
CMO-41647

Mr. Irwin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

Received telephone call from Mr. H. G. Smith of the Oregon State Highway Commission requesting to be advised when Southern Pacific Company would construct spur track to serve the heating plant proposed for the University of Oregon at Eugene.

On July 21st, we requested you to advise if the University and State Highway had completed negotiations for construction of this track. To date neither the State Highway nor the University of Oregon has advised that plans and estimates as submitted were satisfactory and that track should be constructed.

Can you advise concerning this matter.

Yours truly,

Original

(Signed) L. P. HOPKINS

Cy- Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
Salem, Oregon

Mr. J. O. Lundstrom
Business Manager
University of Oregon
Eugene, Oregon

RECEIVED
AUG 24 19
STATE HIGHWAY COMMISSION

RECEIVED
AUG 5 1949
FOR FILING

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Oregon State Library
U. of O.

August 4, 1949

Mr. Irvin L. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

In reply to your letter of July 28, having reference to rebuilding the fuel dump at the University heating plant, you are advised that I took this matter up with the Construction Department immediately after your telephone call of recent date. The Construction Department is proceeding with plans for the reconstruction of the fuel dump as agreed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWms

cc Mr. M. Stephenson

B-2400-B

...OR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

GMO-41647

August 2, 1949

Mr. Irwin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

Referring to yours July 21st and conversation with our engineer, Mr. Slonecker, concerning construction of trackage to serve the heating plant proposed for University of Oregon.

We are attaching print of our Drawing P-12430-A, revised as of July 29, 1949. This track plan is the same as that previously furnished except the entire track has been shifted approximately 50 feet towards Eugene. This will allow for 4 cars beyond the proposed location of sawdust unloading hopper. We note that you have shifted fuel storage area 15 feet towards warehouse and will propose unloading hopper 75 feet westerly from this fence line. This will cause track to pass through location where it becomes necessary to shift and raise Western Union pole line.

Attached is a revised estimate of cost.

Yours truly,

Original
(Signed) L. P. HOPKINS

Cy--Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Mr. J. O. Lundstrom
Business Manager
University of Oregon
Eugene, Oregon

Mr. J. D. Kroeker
402 Failing Building
Portland 4, Oregon

RECEIVED
AUG 3 1949
STATE HIGHWAY COMMISSION

EUGENE, OREGON - Construct 630 ft. spur for University of Oregon - P-12430-A

Cost to State Highway Commission 145 ft. to clearance Recollectible			Labor	Material	Total
Set	1	Creo fir switch ties		432	
Ea	22	Creo track ties @ 2.77		61	
Ea	1	113# switch		1400	
Ea	1	90# derail		260	
LF	146	SH 113# rail 2.5 T @ 60.		150	
LF	78	SH 90# rail 1.0 T @ 60.		60	
Jts	4	Insulated Jts @ 35.		140	
Jts	4	SH compromise Jts. @ 12.		48	
Jts	2	SH 113# Joints @ 2.50		5	
Ea	24	Track bolts, nuts & LW @ .35		8	
Ea	120	SH tie plates @ .34		41	
CWT	4.0	Track spikes @ 8.		32	
CY	50	Cr gravel ballast (truck) @ 1.75		88	
Ea	1	Wire switch & derail	60	160	
Ea	1	Place switch & derail	180		
TrFt	145	Lay surface & ballast	220		
		Remove ties	20		
		3% Vacation Allowance	15		
		6¼% SS&RR Ins.		33	
		10% Supervision	50		
		Contingencies	55	292	
			600	3210	
Dr Recollectible					3810

8-2-49

EUGENE, OREGON - Construct 630 ft. spur for University of Oregon - P-12430-A

Cost to State Highway Commission 485 ft. of track for U of Oregon Recollectible			Labor	Material	Total
LF	970	Indrl 75# rail 10.8 T @ 60.		648	
Jts	32	SH 75# Joints @ 2.		64	
Ea	128	Track bolts, nuts & LW @ .20		26	
Ea	472	SH tie plates @ .34		160	
CWT	12.6	Track spikes @ 8.		101	
CY	160	Gravel ballast (truck) @ 1.25		200	
Ea	236	Untr track ties @ 2.31		545	
Ea	4	Shift & raise WU poles	360	240	
Ea	1	Bumper	25	50	
TrFt	485	Lay surface & ballast	730		
		3% Vacation allowance	33		
		6½% SS&RR Ins.		75	
		10% Supervision	115		
		Contingencies	127		
			1390	2320	

Dr Recollectible 3710

Grading done by Highway Commission

8-2-49

Portland DIV'N.
DRAWING P-1243 0 A
SHEET NO.

POWER HOUSE

WAREHOUSE

FUEL STORAGE

646.16

1026+39.91 B.C.

Judkins 1.06 Mi. Eugene 1.14 Mi.

2923' P.S. Judkins Siding

UNIVERSITY of OREGON

Proposed Unloading Hopper

Future Double Track

To Portland →

← To San Francisco

630' Spur

1016+52 B.E.C.

130'

10'

Red shows proposed new work
Green shows future
Yellow Shows Shift

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
Main Line
EUGENE
Proposed 630' Spur - University of Oregon
Scale 1" = 100' H.H.H. Feb 8, 1949
Eckman - May 27, 1949
Rev. 7-29-49
Form 30 P.D.

DRAWER

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

July 28, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Confirming our telephone conversation regarding the fuel dump at the Physical Plant heating plant.

This fuel dump was to be rebuilt and moved far enough from the retaining wall so that fuel trucks could drive by the new dump and back up in order to deliver fuel. At the present time it is necessary for them to back clear from Onyx Street in order to deliver fuel. This causes traffic congestion at the intersection of Onyx and Franklin Boulevard during the time that two or more trucks are ready to dump fuel.

I understand that this design was being done by the State Highway Bridge Department. I believe somebody told me that Mr. Paxton had charge of it.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. O. Lindstrom

RECEIVED
AUG - 1 1949
OREGON
STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON

EUGENE, OREGON

OFFICE OF SUPERVISING ENGINEER

July 28, 1949

Mr. W. C. Williams
State Highway Department
Salem, Oregon

Dear Mr. Williams:

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Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. O. Lindstrom

COPY

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

July 28, 1949

Mr. W. C. Williams
State Highway Engineering Department
Salem, Oregon

W. C. WILLIAMS

Dear Mr. Williams:

Confirming our agreement regarding the siding at the new Heating Plant.

The Southern Pacific Engineer has said that all that is necessary is to shift the present track as designed to the west to accomodate the number of cars we wish to dump. He is sending me revised drawings which I will o.k. and send on to you by first mail. I am sending two copies of this letter for your consideration. This will allow you a copy to o.k. and return to the Southern Pacific Company.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. O. Lindstrom

RECEIVED
AUG - 1 1949
OREGON
STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

July 28, 1949

Mr. W. C. Williams
State Highway Engineering Department
Salem, Oregon

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Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. C. Lindstrom

1949

FILING

adm
dne
U. of O.

10 10 W
11 02 W

UNIVERSITY OF OREGON
ENGINEERING DIVISION
EUGENE, OREGON
July 21, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Subject: SMO -41647

Dear Mr. Hopkins:

I have your letter dated June 21st, concerning the length of the spur track at the site of our new Heating Plant at the University.

It was our original request to have a track long enough to allow us to unload four cars, with the hopper located directly opposite our fuel conveyor as planned. If the hopper is placed in another position, it would be necessary to install a complete new conveyor for unloading cars of fuel. With the hopper moved 75 feet west of the fence line, we will be able to unload cars directly into our regular fuel storage conveyor.

I am enclosing a copy of Drawing "A" which should clear this point as far as we are concerned. The arrangement as laid out by your office would not allow us to unload more than three cars and we feel that this is not enough to supply the plant with fuel.

I am also sending a copy of this letter and a copy of Drawing "A" to Mr. W. C. Williams of the State Highway Department.

Sincerely,

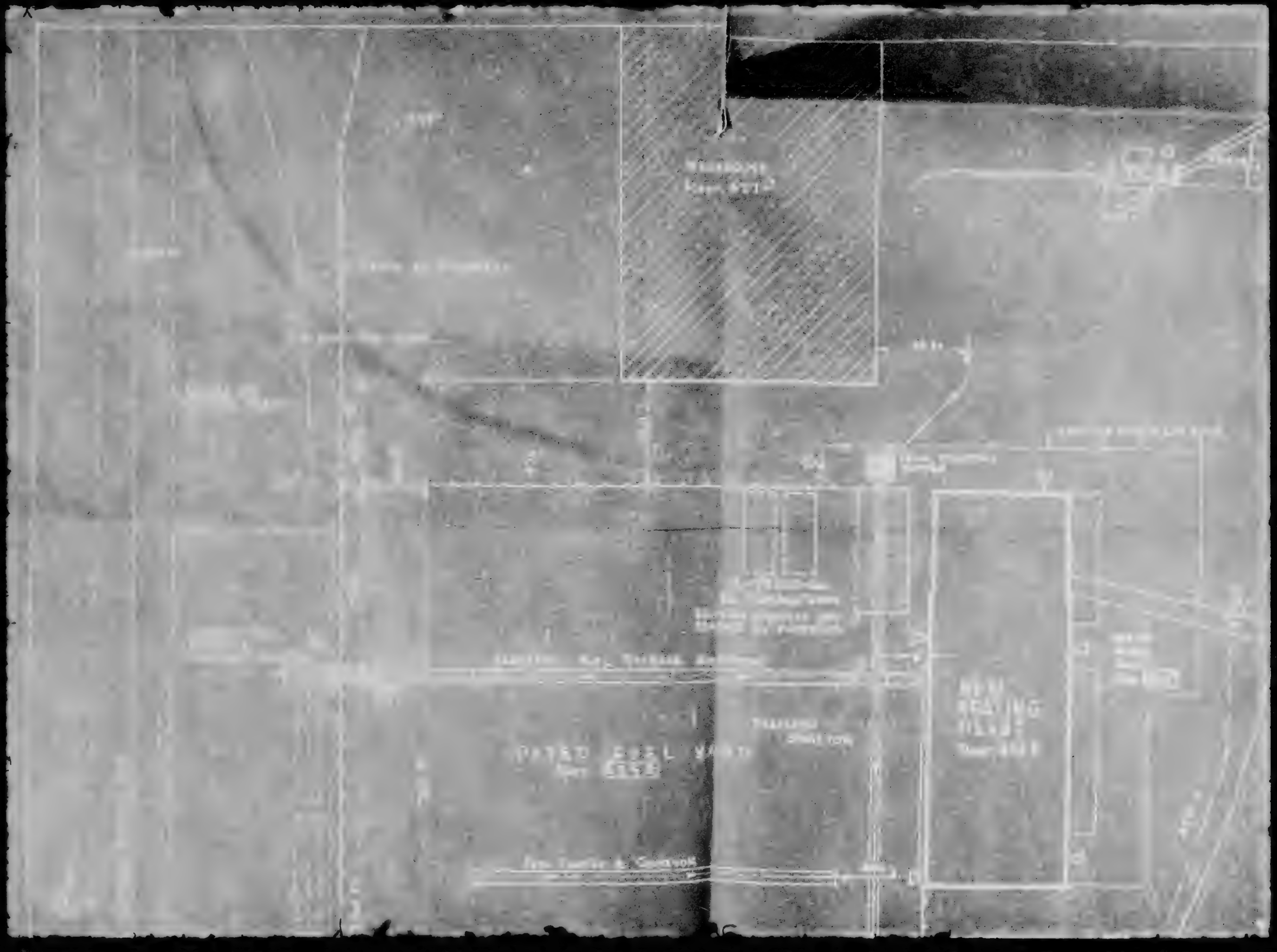
Irwin I. Wright

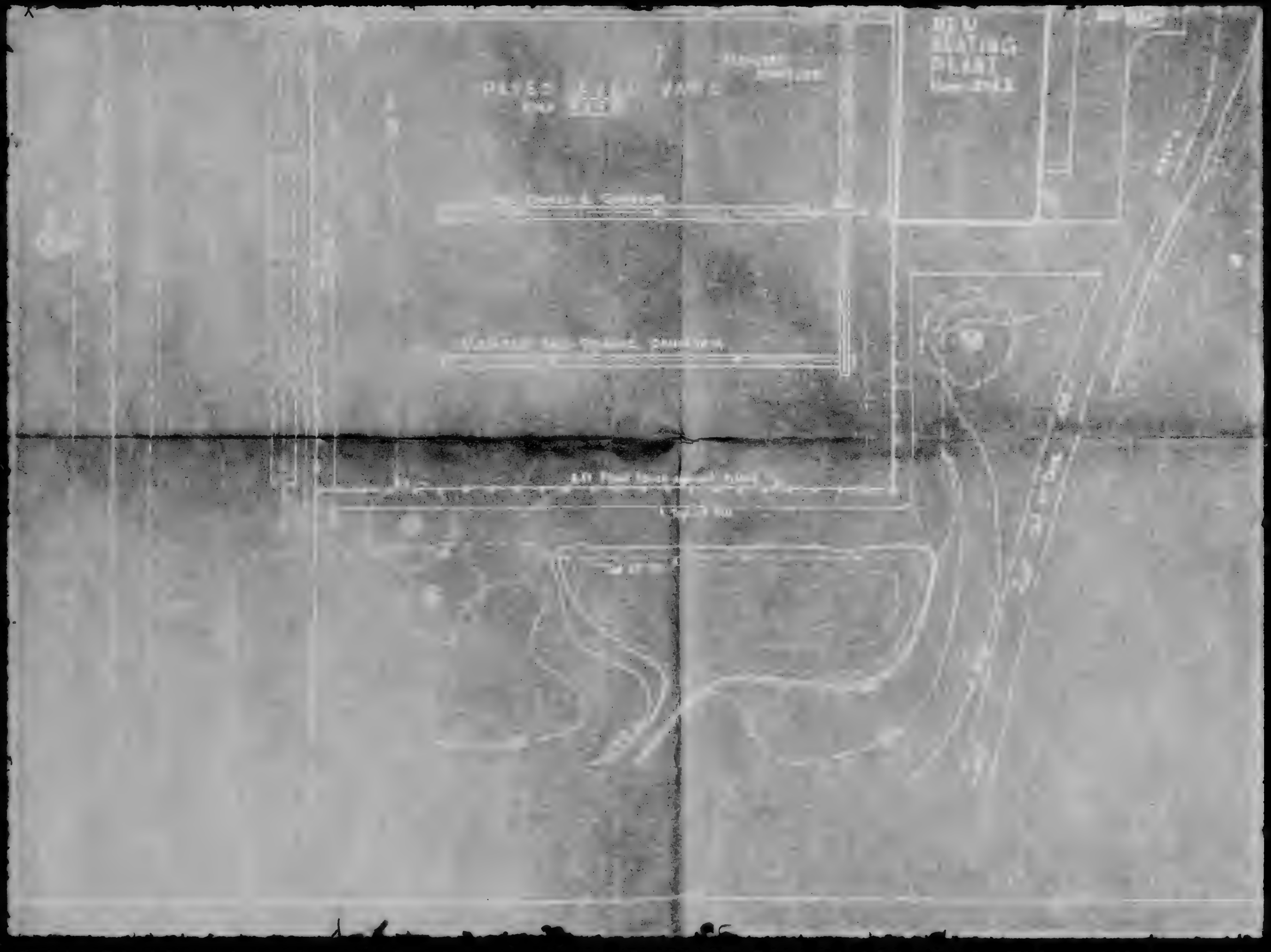
Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. O. Lindstrom
Mr. W. C. Williams
Mr. J. Donald Kreeker

RECEIVED
JUL 25 1949
OREGON
STATE HIGHWAY COMMISSION

COPY




HEAD
HEATING
PLANT

NEW
HEATING
PLANT

RECEIVED
JUL 18 1949
FOR FILING

L. F. HOPKINS
SUPERINTENDENT
Adm
Oregon
1480

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

CMO 41647

July 1, 1949

RECEIVED
JUL 5 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

1010
1102 W

Attention: Mr. W. C. Williams

Dear Sir:

Yours June 29th concerning proposed spur track to serve University of Oregon heating plant at Eugene.

Estimate for this track was furnished with ours May 31st to Mr. Wright, copy to you. We estimate the cost to construct 145 feet from point of switch on present main track to clear point to be $3810 and the cost of the 485 feet of track beyond the clear point at $2970. Estimates include both track material and labor to install. See attached detail of estimate.

It was our understanding that requirements for heating plant was to unload 4 cars of hogged fuel per day. We have provided for 4 car spots from the fence line of the fuel storage yard to the end of the track. In order to attain these car spots on tangent, it is necessary that track be curved and this allows for at least 4 cars between the fence line and the clear point.

The location of the hopper shown on our Drawing P-12430-A can be moved to suit the convenience of the University of Oregon as indicated in ours of May 31st. We have shown in green on this print a possible future second track and the method by which spur track could be connected to this future track without shifting of facilities on the spur track.

We can give no possible date as to when this future track might be constructed.

Yours truly,

L F Hopkins

EUGENE, OREGON - Construct 630 ft spur for
University of Oregon - P-12430-A

Cost to State Highway Commission
145 ft. to clearance
Recollectible

			Labor	Material	Total
Set	1	Creo fir switch ties		432	
Ea	22	Creo track ties @ 2.77		61	
Ea	1	113# switch		1400	
Ea	1	90# derail		260	
LF	146	SH 113# rail 2.5 T @ 60		150	
LF	78	SH 90# rail 1.0 T @ 60		60	
Jts	4	Insulated Jts @ 35		140	
Jts	4	SH Compromise Jts @ 12		48	
Jts	2	SH 113# Joints @ 2.50		5	
Ea	24	Track bolts, nuts & LW @ .35		8	
Ea	120	SH tie plates @ .34		41	
CWT	4.0	Track spikes @ 8.		32	
Cy	50	Cr gravel ballast (truck) @ 1.75		88	
Ea	1	Wire switch & derail	60	160	
Ea	1	Place switch & derail	180		
TrFt	145	Lay surface & ballast	220		
		Remove ties	20		
		3% vacation allowance	15		
		6½% SS&RR Ins		33	
		10% Supervision	50		
		Contingencies	55	292	
			600	3210	
		Dr Recollectible			3810

Cost to State Highway Commission
485' of track for University of Oregon
Recollectible.

LF	970	Indrl 75# rail 10.8 T @ 60		648	
Jts	32	SH 75# Joints @ 2		64	
Ea	128	Track bolts, nuts & LW @ .20		26	
Ea	472	SH tie plates @ .34		160	
CWT	12.6	Track spikes @ 8		101	
CY	160	Gravel ballast (truck) @ 1.25		200	
Ea	236	Untr track ties @ 2.31		545	
Ea	1	Bumper	25	50	
TrFt	485	Lay surface & ballast	730		
		3% vacation allowance	23		
		6½% SS&RR Ins		51	
		10% Supervision	78		
		Contingencies	86	183	
			942	2028	
		Dr Recollectible			2970

5/31/49

[illegible], U. of O.

Portland DIV'N.
DRAWING P-1243 0 A
SHEET NO.

POWER HOUSE

646.16

WAREHOUSE

FUEL STORAGE

1026+39.9 B.C.

Judkins 1.06 Mi. Eugene 1.14 Mi.

2925' P.S. Judkins Siding

UNIVERSITY OF OREGON

Proposed Unloading Hopper

10° Curve

Future Double Track

To Portland

To San Francisco

630' Spur

130'

1016+57.82 E.C.

Red shows proposed new work
Green shows future

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
Main Line
EUGENE

Proposed 630' Spur - University of Oregon

Scale 1" = 100'

W.H.H. Feb 8, 1949
Redrawn - May 27, 1949

Form 30 P.D.

DRAWER

FILING

File

adm
Gen. State of Ore.
U. of O.
1010
1102 w

June 29, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Due to the several changes in plan for installing the spur track to serve the University of Oregon heating plant at Eugene, the State Highway Department as yet has not authorized the Southern Pacific Company to make the installation as now proposed.

In your letter of June 21, addressed to Mr. Irwin I. Wright of the University of Oregon, you advised that you have provided for a four car spot between the fence line and the future clear point, which would mean that five cars can be set out on the spur. We have not been advised, as yet, as to whether or not this is the final answer.

In order that we may follow up on this matter without undue delay, we would appreciate your furnishing us the estimated cost to the State of Oregon for a construction of the spur as now planned. If this is found to be satisfactory, we will be in a position to authorize construction of the spur at state expense when the ultimate plan is agreed to by all concerned. We would appreciate your advising us in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. J. O. Lundstrom
Business Manager, U. of O.
Eugene, Oregon

Mr. Irwin I. Wright, Supt.
Department of Physical Plant, U. of O.
Eugene, Oregon

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

June 21, 1949

IN REPLY PLEASE REFER TO
GMD -41647

Mr. Irwin I. Wright,
Superintendent, Dept. of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

We have copy of your letter June 17 and Mr.Kroeker's letter June 14 concerning proposed spur track to serve University of Oregon heating plant at Eugene. These letters indicate that spur track, as we had shown on our drawing P-12430-A was too short.

On our drawing we provided for four car lengths of trackage beyond the fence line of the fuel storage yard. This will allow for the unloading of four cars, providing the unloading hopper were installed under the first car spot . In our letter we stated the proposed hopper could be shifted to suit your convenience.

Between fence line and the future clear point we have provided for four car spot. This means that five cars can be set out on spur, with one car over hopper and four car loads of hogged fuel could be unloaded into the hopper. Track plan provides a track that can readily be extended to suit any additional needs you might have. Track was designed with four car spots beyond the fence line as it was our understanding you were desirous of unloading at least four cars of fuel at one time.

Yours truly,
Original
(Signed) L. P. HOPKINS

cc:-Mr.W.C.Williams ✓
Asst.State Highway Engineer
State Highway Department
Salem, Oregon

Mr.J.O.Lundstrom
Business Manager,
University of Oregon
Eugene, Oregon

Mr. J. D.Kroeker,
402 Failing Building
Portland 4, Oregon

RECEIVED
JUN 23 1949
OREGON
STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

June 17, 1949

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Subject: Spur Track, University of Oregon, Eugene, Oregon

Dear Mr. Williams:

Reference is made to your copy of Mr. Kroeker's letter of June 14th to the writer.

In our discussion with the Southern Pacific Company representatives, it was understood that the spur track would be designed so that four cars could be unloaded, and this would require trackage beyond the dumping trestle to accomodate four empty cars. I would like to request that your final agreement with the Southern Pacific Company include this trackage. Our thinking on this is that when we ship by car it will be impossible to keep us supplied unless we can handle at least four cars with each switching.

Mr. Lindstrom and I went over this S. P. plan with you recently and it was our understanding that this track would be provided. However in checking Mr. Kroeker finds that it is short and should be lengthened.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. Kroeker
Mr. Hopkins
Mr. Lindstrom

RECEIVED
JUN 20 1949
OREGON
STATE HIGHWAY COMMISSION

J. Donald Kroeker • CONSULTING ENGINEER
REGISTERED ENGINEER ASSISTANTS • RAY C. CHEWNING • JOHN H. BONEBRAKE
HEATING • VENTILATING • AIR CONDITIONING
POWER PLANT ENGINEERING
FAILING BUILDING
PORTLAND 4, OREGON

June 14, 1949

Mr. I. I. Wright
Supt. of Physical Plant
University of Oregon
Eugene, Oregon

Subject: Railroad Spur, University Heating & Power Plant

Dear Mr. Wright:

Please refer to Southern Pacific Company letter dated May 31, 1949 on the subject spur.

In preparation of Southern Pacific Company drawing P-12450-A, enclosed with the referenced letter, I believe our requirements were misunderstood. The drawing shows straight track length for four cars, while our requirement is for unloading of four cars, requiring extension of the spur west from the hopper to provide space for four cars. The requirements are shown roughly on our drawing A, preliminary plot plan, job 190-4.

It is requested that agreements be based on the provisions for car spots outlined above.

It is noted that no provision has been made in the estimates for construction of the hopper, which is presumed to be a part of the grading for the spur, not included in the Southern Pacific Company estimate. It is understood, also, that the grading for the spur will not be a part of the heating and power plant contract. A confirmation of the presumption and understanding given above is requested.

Cordially,

J. Donald Kroeker

JDK:b
cc: L. P. Hopkins
W. C. Williams
J. O. Lindstrom

RECEIVED
JUN 16 1949
OREGON
STATE HIGHWAY COMMISSION

COPY

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

GMO-41647

June 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams:

Refer to your letter June 7th concerning proposed spur track to serve University of Oregon facilities at Eugene.

We had shown on our drawing P-12430-A in "green" a future second track and the method by which proposed spur would be connected into this future track. Probable date of construction of future second track is unknown.

If and when second track is installed Southern Pacific Company would shift the switch and turnout at its own expense and would arrange to buy from the owner of the spur the additional track required to the future clear point.

Trust this will be satisfactory to the State and University of Oregon.

Yours truly,

RECEIVED
JUN 13 1949
OREGON
STATE HIGHWAY COMMISSION

STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
EUGENE, OREGON

June 8, 1949

Mr. W. C. Williams
First Assistant Highway Engineer
327 State Office Building
Salem, Oregon

Re: University of Oregon
Railroad Spur near
Franklin Boulevard,
Eugene, Oregon

Dear Mr. Williams:

The following will confirm our meeting and understandings arrived at today at which time Mr. I. I. Wright, Physical Plant Superintendent, and I met with you and your Mr. Smith.

1. It was agreed that the Southern Pacific and the State Highway Commission would construct the railroad spur including trackage as shown on that certain map prepared by the Southern Pacific Company, dated May 27, 1949.

2. The State Highway Commission would construct a gravity feed oil line with a steam line located adjacent to the oil line running from the siding on the Southern Pacific tracks to the new heating plant located north of the Mill Race.

3. It was understood that the State Highway Commission would arrange for the above two items to be completed providing the cost of this would not exceed $17,908, the amount estimated as the cost of installing a fuel oil line including pumps from the new siding on the S. P. tracks to the heating plant located on the south side of Franklin Boulevard on the University Campus. See Mr. Kroeker's detailed estimate attached.

4. It was understood that should the cost of item one and item two above exceed $17,908 that the additional cost would be paid by the University of Oregon.

5. It was agreed that the University of Oregon, in preparing the plans and specifications for the new heating plant, would provide the installation of the fuel oil line and the steam line running next to the oil line from the siding to the new heating plant as an alternate so that the amount of the contractor's bid for this particular item could be determined and payment made by the Highway Commission to either the contractor or the University of Oregon which in turn would pay to the contractor.

It was agreed that it would not be necessary to write a formal agreement covering the above points but that this letter would serve

RECEIVED
JUN 13 1949
OREGON
STATE HIGHWAY COMMISSION

as an amendment to the agreements now in effect merely as an interpretation of existing agreements.

In order that our records may be clear it will be appreciated if you will sign the attached carbon copy of this letter and return to me. Thank you for your attention.

Sincerely yours,

J. O. Lindstrom
Business Manager

JOL:is
Enclosures

cc: President Newburn

I. I. Wright, Superintendent
Physical Plant

Terms agreed to:
State Highway Commission

By _____

_____
Title

_____
Date

June 8, 1949

Mr. W. C. Williams
First Assistant Highway Engineer
327 State Office Building
Salem, Oregon

Re: University of Oregon
Railroad Spur near
Franklin Boulevard,
Eugene, Oregon

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It was agreed that it would not be necessary to write a formal agreement covering the above points but that this letter would serve

RECEIVED
JUN 13 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

as an amendment to the agreements now in effect merely as an interpretation of existing agreements.

In order that our records may be clear it will be appreciated if you will sign the attached carbon copy of this letter and return to me. Thank you for your attention.

Sincerely yours,

J. C. Lindstrom
Business Manager

JCL:is
Enclosures

cc: President Woodburn

I. I. Wright, Superintendent
Physical Plant

Terms agreed to:
State Highway Commission

By_____

Title

Date

ESTIMATED COST OF OIL TANK CAR UNLOADING EQUIPMENT TO SERVE PRESENT HEATING PLANT

Quantity	Item		Amount
870 ft.	Resealed Ricwil avg. ($6.50 per ft.)		$ 5,650
	Laying ($1.00 per ft.)		870
	Excavation & Backfill (650 ft. at $1.20)		780
40 ft.	1½-in. steam hose & fittings (car warming)		100
40 ft.	4-in. metallic hose (car unloading) plus 2 swivel joints and miscellaneous		300
1 each	Duplex 100 gpm steam driven pump, complete installed		1,000
1 each	Pump house (Masonry) 200 sq. ft, at $7.00)		1,400
1 each	Manhole at millrace		200
120 ft.	Piping installation under millrace, including		
	a. Installation & removal of Coffer Dams, plus clam shovel & bulldozing work	$500	
	b. Earth trenching, avg. 3 ft. deep	150	
	c. Blasting 3 ft. x 2 ft. x 120 ft. at $65 per yd.	1400	2,050
	Contractor' Total Cost		$12,350
	Overhead, insurance, markup and miscellaneous, 45%		5,558
	TOTAL Cost to Owners		$17,908

J. DONALD KROEKER
Registered Engineer
May 21, 1949

ESTIMATED COST OF OIL TANK CAR UNLOADING EQUIPMENT TO SERVE PRESENT HEATING PLANT

Quantity	Item		Amount
870 ft.	Reseated Ricwil avg. ($6.50 per ft.)		$ 5,650
	Laying ($1.00 per ft.)		870
	Excavation & Backfill (650 ft. at $1.20)		780
40 ft.	1½-in. steam hose & fittings (car warming)		100
40 ft.	4-in. metallic hose (car unloading) plus 2 swivel joints and miscellaneous		300
1 each	Duplex 100 gpm steam driven pump, complete installed		1,000
1 each	Pump house (Masonry) 200 sq. ft, at $7.00)		1,400
1 each	Manhole at millrace		200
120 ft.	Piping installation under millrace, including		
	a. Installation & removal of Coffer Dams, plus clam shovel & bulldozing work	$500	
	b. Earth trenching, avg. 3 ft. deep	150	
	c. Blasting 3 ft. x 2 ft. x 120 ft. at $65 per yd.	1400	2,050
	Contractor' Total Cost		$12,350
	Overhead, insurance, markup and miscellaneous, 45%		5,558
	TOTAL Cost to Owners		$17,908

J. DONALD KROEKER
Registered Engineer
May 21, 1949

1949
OR FILING

File

June 7, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Room 251, Union Station
Portland 9, Oregon

Dear Sir:

We are in agreement with the University of Oregon relative to construction of the proposed spur to serve University facilities, as indicated by your Drawing [illegible]-12430-A, submitted with a copy of your letter addressed to Mr. Wright.

There is, however, an item that we believe needs clarification between the State of Oregon and the Southern Pacific Company. That is the matter of extra track required by reason of your proposed future double track. It seems that the Southern Pacific Company should bear the expense of any additional siding required by reason of future double track construction.

If we may have assurance that the Southern Pacific Company will stand the expense of this additional trackage, the State Highway Commission is ready to authorize the construction of the balance of the track by the Southern Pacific Company, said cost to be reimbursable from the state.

It is understood, of course, that credit will be given the state for materials that are now on hand for the side track construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc: H. G. Smith

cc Mr. Irwin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
GPD-41647

L. P. HOPKINS
SUPERINTENDENT

May 31, 1949

Mr. Irwin I. Wright
Superintendent, Dept. of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

Refer to your conversation with our Engineering Department and Mr. J. D. Kroeker relative to redesigning of spur track to serve heating plant for University of Oregon.

Attached is print of our drawing P-12430-A on which we have shown in "red" proposed spur to be located adjacent to property line. We have provided for 4/car spot on Tangent track beyond the fence line of the fuel storage area. The proposed unloading hopper as shown can be shifted to suit your convenience.

To provide such a spur would require construction of 630 ft of track. This will give you 440 ft of track beyond the future clear point. We estimate the cost of 145 ft from point of switch on present main track to the clear point to be $3810. We estimate cost of 485 ft of track beyond initial clear point to be $2970. Estimates include both track material and labor to install. (See attached detail of estimate.)

Please advise if it is desired to construct the track as shown on this print.

Yours truly,

(Signed) L. P. HOPKINS

cc-Mr. W C Williams
Asst State Highway Engineer
State Highway Department
Salem, Oregon

Mr. J O Lundstrom
Business Manager
University of Oregon
Eugene, Oregon

Mr. J D Kroeker
402 Failing Building
Portland 4, Oregon

EUGENE - OREGON

CONSTRUCT 630 FT SPUR FOR UNIVERSITY OF OREGON P-12430-A

COST TO STATE HIGHWAY COMMISSION
145 FT. TO CLEARANCE
RECOLLECTIBLE

				Labor	Material	Total
Set	1	Cree fir switch ties			432	
Ea	22	Cree track ties	@ 2.77		61	
Ea	1	113# switch			1400	
Ea	1	90# detail			260	
LF	146	SH 113# rail $2^{5}T$	@ 60		150	
LF	78	SH 90# rail 1^{0}	@ 60		60	
Jts	4	Insulated Jts	@ 35		140	
Jts	4	SH compromise Jts	@ 12		48	
Jts	2	SH 113# joints	@ 2.50		5	
Ea	24	Track bolts, nuts & LW	@ .35		8	
Ea	120	SH tie plates	@ .34		41	
CWT	4.0	Track spikes	@ 8.00		32	
Ct	50	Cr gravel ballast (truck)	@ 1.75		88	
Ea	1	Wire switch & derail		60	160	
Ea	1	Place switch & derail		180		
Tr Ft	145	Lay surface & ballast		220		
		Remove ties		20		
		3% vacation allowance		15		
		6½% SSUBR Ins			33	
		10% supervision		50		
		Contingencies		55	292	
				600	3210	3810

COST TO STATE HIGHWAY COMMISSION
5.85 OF TRACK FOR UNIVERSITY OF OREGON
RECOLLECTIBLE

LF	970	Indrl 75# rail $10^{8}T$	@ 60		648	
JTs	32	SH 75# joints	@ 2		64	
Ea	128	Track bolts, nuts & LW	@ .20		26	
Ea	472	SH tie plates	@ .34		160	
CWT	12.6	Track spikes	@ 8.00		101	
CY	160	Gravel ballast (truck)	@ 1.25		200	
Ea	236	Untr track ties	@ 2.31		545	
Ea	1	Bumper		25	50	
Tr Ft	485	Lay surface & ballast		730		
		3% vacation allowance		23		
		6½% SSUBR Ins			51	
		10% supervision		78		
		Contingencies		86	183	
				942	2028	2970

Portland

DRAWING No.

SHEET NO.

POWER HOUSE

WAREHOUSE

FUEL STORAGE

646.16

1026+39.9 P.C.

Judkins 1.06 Mi. Eugene 1.14 Mi.

2925 P.S. Judkins Siding

UNIVERSITY OF OREGON

Proposed Unloading Hopper

10° Curve

440' from beam CL of Tressel

Future 21. Pt

Future Double Track

To Portland

To San Francisco

10° Curve

630 Spur

1016+52.8 P.C.

Red shows proposed new work

Green shows future

SOUTHERN PACIFIC COMPANY

PACIFIC LINES

Main Line

EUGENE

Proposed 630' Spur - University of Oregon

Scale 1" = 100'

Feb 6, 1949

Revised - May 27, 1949

Form 30 P.D.

DRAWER

1949
OR FILING

adm
Dept. State of
Hwy of Oregon

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

May 28, 1949

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Subject: Spur Track - University of Oregon, Eugene

Dear Mr. Williams:

Answering your letter of May 24th, asking that we keep you informed on developments in connection with the Siding at the University of Oregon Physical Plant Warehouse and Shops.

Mr. J. Donald Kroeker and I met with the Southern Pacific Engineer at their offices in Portland, and they are preparing a new plan with estimates for us. The plan as indicated in our preliminary drawing of the heating plant could not be used because of the prohibitive curve, and we are now going back to a straight siding parallel to the main line of the Southern Pacific.

As soon as they have completed the estimates and plans, I will bring them to Salem.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. J. O. Lindstrom

RECEIVED
MAY 31 1949
OREGON
STATE HIGHWAY COMMISSION

...OR FILING

adm
Oregon State Hwy
Hwy

May 24, 1949

Mr. Irvin I. Wright, Superintendent
Department of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

I have a copy of Mr. Hopkins' letter to you under date of May 17, advising that it is physically impossible to construct a spur track on your revised plan, because of the prohibitive curves involved. Mr. Hopkins' letter further stated that one of his engineers would contact you to see what could be worked out.

I will appreciate your advising me as to developments in this matter, so that when and if a satisfactory plan is involved we may take the matter up with the Southern Pacific Company relative to cost to the state, etc.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
L-25

May 17, 1949

L. P. HOPKINS
SUPERINTENDENT

REFERRED TO
SMITH
By Asst. Chief Engineer

Mr. Irwin I. Wright
Superintendent Dept. of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Wright:

Your letter May 14th concerning proposed spur track to serve University of Oregon Heating Plant with which you show sketch of a revised track plan which you desire to construct.

NOTED
W. C. WILLIAMS

The track plan as suggested is physically impossible to construct because of the prohibitive curves involved. Will have engineer contact you to work out another plan which might be suitable to you.

Yours truly,

(Signed) L. P. HOPKINS

By. L. R. S.

Cys: Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Mr. J. O. Lindstrom
Business Manager
University of Oregon
Eugene, Oregon

RECEIVED
MAY 23 1949
OREGON
STATE HIGHWAY COMMISSION

FILING

FORM E-20 18M 12-48 27999

Adams
Lissane
Univ of O

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1949

CO

SUBJECT: Fuel Oil Pipe Line
at University of Oregon

To: Mr. W. C. Williams
1102 Assistant State Highway Engineer
1010 O f f i c e

W. C. WILLIAMS

Dear Sir:

We have had estimates made on the cost of installing a pump at the railroad siding in its original location and the cost of a pipe line from this pump to the new heating plant north of the Mill Race. This estimate was made by the Urban Plumbing and Heating Company of Portland, who specialize in this kind of work. The estimate of the installation is $8,732, to which should be added about $200 to cover the concrete base for the pump and a small pumphouse to protect the pump unit. The estimate is based upon a pump to handle 90 gallons of fuel oil per minute, which will discharge a standard railroad car in about two hours.

The breakdown of the estimate is shown on the attached sheet.

Very truly yours,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached
cc J. A. Weber

Ricwill piping and fittings in place		$ 4,125.02
Black pipe and fittings in place		1,021.19
Traps, valves, and misc. fittings		253.79
Manholes		1,040.00
Excavation and backfill		1,040.00
Tank trim		130.00
Pipe insulation		156.00
Oil pump, McGowan 7 x 4½ x 8 - 90 gal. p. m.		866.00
Cartages and Freight		100.00
		$8,732 . 00
Concrete pump base		50.00
Frame and aluminum pumphouse		150.00
	Total	$8,932.00

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

May 14, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Subject: S. P. Track Spur-University of Oregon

Dear Mr. Williams:

Confirming the understanding reached yesterday by Mr. J. O. Lindstrom and myself when we met in your office to discuss the proposed change of the railroad siding at the University of Oregon Warehouse site.

Due to the construction of the new heating plant west of the warehouse, we will require a railroad siding which will run between the warehouse and the new heating plant as indicated on the preliminary plans which we left with you. It is understood that we will have made cost estimates of the proposed oil service line which is a part of the original agreement between the University and the State Highway Department, and will not be needed when the new heating plant is constructed. Additional siding equivalent to the cost of this oil service line will be added to the siding which was originally laid out in your agreement with the Southern Pacific Company.

The total cost of siding to be paid for by the State Highway Department to be equal to the cost of the original siding as indicated on Southern Pacific plans, plus estimated cost of the oil service line. The balance siding as indicated on the preliminary plans will become a part of the Heating Plant project to be constructed.

Will you please check with the Southern Pacific Company in an effort to expedite the construction of this siding as indicated.

Sincerely,

Irwin Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. L. P. Hopkins
cc - Mr. J. O. Lindstrom

RECEIVED
MAY 16 1949
OREGON
STATE HIGHWAY COMMISSION

UNIVERSITY OF OREGON
ENGINEERING DIVISION
EUGENE, OREGON

May 14, 1949

Mr. L. P. Hopkins
Superintendent, Southern Pacific Company
Union Station
Portland 9, Oregon

Reference: L-25

Dear Mr. Hopkins:

Your letter of April 20th to Mr. Harry D. Jacoby, together with two copies of the Industrial Tract Agreement and drawings, has been held in this office pending action by the State Board of Higher Education on preliminary plans of the new University of Oregon Heating Plant which is to be located near the Warehouse site, and which will be served by this proposed railroad siding.

Service of this plant for fuel deliveries by railroad car makes it necessary to change the plan of the siding. Mr. J. O. Lindstrom, the University of Oregon Business Manager, and I have met with Mr. W. C. Williams, Assistant State Highway Engineer, and have agreed on a track layOout which is satisfactory to the State Highway Department. Location of this plant near the warehouse relieves the State Highway Department of construction of an oil service line to the present heating plant. It has been agreed that the estimated cost of this oil service line from the Southern Pacific Railroad to the present heating plant will be added to the construction of the railroad siding. I am indicating on your Drawing P 1243O-A, Sheet 2 of 2, the approximate location of this siding which we will require.

If there are any questions concerning this matter, I will be glad to meet with you at your convenience.

Sincerely,

Irwin I. Wright

Irwin I. Wright, Superintendent
Department of Physical Plant

Encl
cc - Mr. W. C. Williams
cc - Mr. J. O. Lindstrom

COPY

FILING

Southern Pacific Company

UNION STATION, PORTLAND 8, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS,
SUPERINTENDENT

Adm
Oregon
UofO
1102
1010

April 20, 1949

L-25

NOTED
C. SMITH
NOTED
W. C. WILLIAMS

Mr. Harry D. Jacoby,
Assistant Supt. of Physical Plant
University of Oregon
Eugene, Oregon

Dear Mr. Jacoby:

Referring to your letter of February 4, 1949 relative to agreement between University of Oregon and State Highway Department covering construction of spur track to serve University at Eugene.

We have prepared and attached duplicate counterparts of proposed industrial track agreement covering construction, maintenance and operation of 448-ft spur track at Eugene at location indicated on print attached to and made part of agreement.

Southern Pacific Company will construct, own and maintain first 145 feet of spur; balance of track will be constructed by Southern Pacific Company at entire expense of Oregon State Highway Commission.

If satisfactory, please have the Board of Higher Education sign both copies of agreement, affix corporate seal, initial deleted portions of printed matter and added section in margin opposite; thereafter return for further handling. Later will forward copy for your records.

RECEIVED
APR 21 1949
OREGON
STATE HIGHWAY COMMISSION

Yours truly,

(Signed) L. P. HOPKINS

Cy: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

FOR FILING

File

Adam
Oregon-Utah
480
1102
1010

April 13, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

The proposed spur track to serve the University of Oregon, Drawing Pw12A30-4, sheet 2, revised as of March 25, seems to be more satisfactory than the original design, since it offers a throwover spot instead of a two with the same length of track.

The matter was discussed with the University officials, and they apparently concur in our ideas. Therefore, you are authorized to proceed with the construction based on the revised design.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

ASSIGNMENT No. 110

DESCRIPTION: L. P. Hopkins' letter of 3-31-49 enclosing print showing revised plan for proposed spur track to serve University of Oregon at Eugene.

DATE: 4-1-49 ASSIGNED TO: H. C. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 4-8-49

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

PD-19731

March 31, 1949

Mr. R. H. Baldock
Oregon State Highway Commissioner
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Attention: Mr. W. C. Williams:

Dear Sir:

Yours March 15th concerning proposed spur track to serve University of Oregon at Eugene.

We are attaching print of our drawing P-12430-A, sheet 2, revised asof March 29, illustrating a revised track plan for this proposed spur.

Original proposal called for a 448 ft spur and by introducing curvature behind turnout a 3 car spot can be accomplished without increasing original proposed length of track.

If this plan is satisfactory, please advise and we will proceed on that basis.

Yours truly,

L P Hopkins

NOTED
W. C. WILLIAMS

Cy-Mr. Harry D. Jacoby
University of Oregon Physical Plant
Eugene, Oregon

RECEIVED
APR 4 1949
OREGON
STATE HIGHWAY COMMISSION

cc Mr. I. G. Smith

Portland DIV'N.
DRAWING P-12 430-A
SHEET NO. 2 of 2

1026+39.91 B.C.

646.14

Judkins 1.04 mi.

Eugene 1.16 mi.

1925 P.S. Judkins Sta. ng

Whse.

UNIVERSITY OF OREGON

7°30'

C Future D. PT.

W.D.

W.D.

100'

39'

To San Francisco

To Portland

Centerline 143'

Derail

1926

7°30'

Future Double Track

Proposed 448 Spur

130'

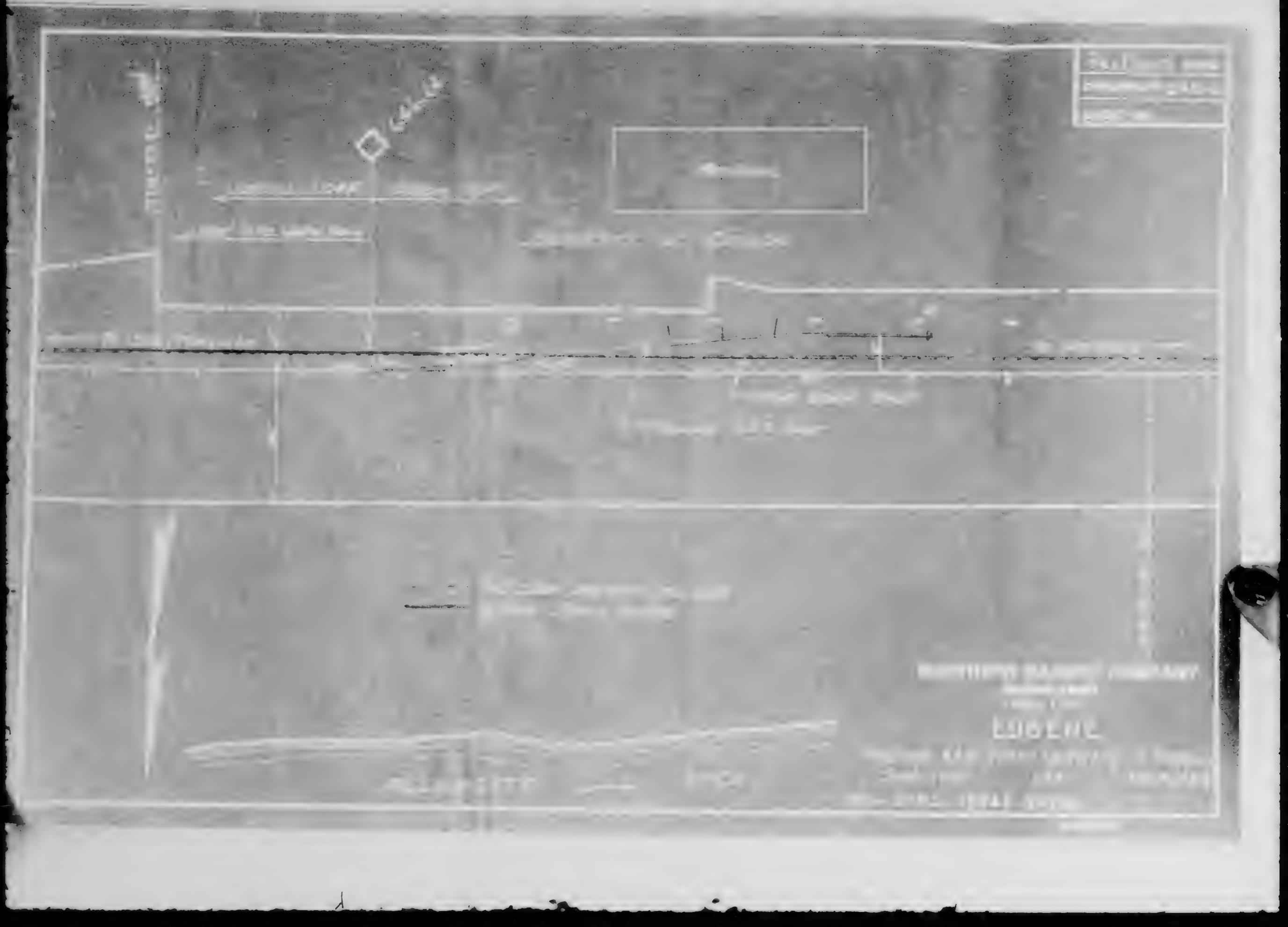
— Red shows proposed new work
— Green shows future facilities

WILLAMETTE RIVER →

10161-3787 E.C.

SOUTHERN PACIFIC COMPANY
PACIFIC LINES
Main Line
EUGENE
Proposed 448 Spur - University of
Scale 1"=100'
Form 30 P.D.

DRAWER



...ED
...CA FILING

File

Ore State of
Hwy Dept.
10 10 W

March 15, 1940

Mr. L. R. Hopkins, Superintendent
Southern Pacific Company
Salem Division
Portland 3, Oregon

Dear Sir:

We are in receipt of a letter from Mr. Irwin I. Wright, Superintendent, Department of Physical Plant, University of Oregon, advising that they have tentative plans for establishing a new heating plant adjacent to the Southern Pacific tracks and intimating that they will need a longer siding to more adequately serve the heating plant for fuel deliveries.

I am advised by our Resident Engineer, Mr. R. E. Umpleby, that he had gone over the matter with your Mr. H. S. Simonton, and they consider that there is ample room on the grade to accommodate three cars, although I am not sure they took into consideration your second track which you mention in your letter of February 21, 1940.

I assume that you would not want to install a track for a two-car spot and have to extend it sometime in the near future. Therefore, I am asking that you review the situation to see if it is possible and would be more desirable to install the three-car track at this time if there is sufficient room on the present spur. If you decide to do so, I would appreciate the additional cost of the three-car spot over a two-car spot.

I would also appreciate your advice, from a railroad-operating standpoint, whether they will really need more than a two-car spot, since this was definitely agreed upon at the time we moved the railroad and the location of the heating plant would seem to have no bearing on the length of the track, although the fact that they have now built a warehouse in the vicinity of the railroad might cause some additional switching.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

Mr. Smith -
We are obligated to construct oil service line. If longer siding costs more than oil line University should stand additional expense.
Please have Lytle investigate and advise us.

Williams

FORM E-20 18M 12-46 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
H. G. SMITH

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

W. C. WILLIAMS

Dear Sir:

In regard to Mr. Wright's letter concerning the extension of the oil siding at the University grounds.

If there is any necessity for extending this siding it should be investigated immediately since it is quite possible the siding could be installed for three cars instead of two with very little added expense, but if the switches are cut in on a two-car basis they would need to be changed which would materially increase the cost and, I believe, be rather objectionable to the railroad.

Had the University demanded a three- or four-car siding, it could have been constructed nearly as cheaply as a two-car siding as we have plenty of waste material. Therefore, I feel that the State should stand on its agreement for a two-car siding. We have spent $8,000 or $10,000 in building a retaining wall in front of their present heating plant, and there seems to be no end to the continuous demands which they can think up.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

February 21, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
H. G. SMITH

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Mr. Baldock:

Referring to the Agreement between the State Highway Department and the University of Oregon, relative to the re-alignment and construction of the new highway adjacent to the U of O campus.

Under Paragraph 10 of "Things to be Done By the State", the Highway Department has agreed to construct an Oil Service Line with necessary pumping facilities, from the new railroad siding to the present heating plant.

The University is now making preliminary plans and studies for a new heating plant which will be located north of the Highway, and close to the railroad. Until the final decision on the new heating plant can be made, construction of this Oil Service Line should be held up.

If the new heating plant is located near the railroad there will be no need for this Oil Service Line, and in place of this line we would want you to extend the railroad siding to more adequately serve the new heating plant for fuel deliveries.

When the decision concerning the location of the new heating plant is made we will get in touch with you again.

Very truly yours,

Irwin I. Wright

NOTED
W. C. WILLIAMS

Irwin I. Wright, Superintendent
Department of Physical Plant

cc - Mr. K.D.Lytle
Mr. J. O. Lindstrom

RECEIVED
FEB 22 [illegible]
OREGON
STATE HIGHWAY COMMISSION

VED FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS,
SUPERINTENDENT

Adm
Oregon
U of O

GMO-19637

February 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

REFERRED TO H. G. Smith By Asst. Chief Engineer

Attention - Mr. W. C. Williams

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

Gentlemen:

Referring to yours of February 8th, relative to the construction of spur track to serve University of Oregon at Eugene.

Attached is print of our drawing P-12430-A, showing in "red" proposed spur track to serve University of Oregon with such length so that when future second track is installed spur will provide for two car spot beyond that future clear point.

Also attach estimate of cost for construction of this spur.

Grading for this spur has already been completed.

Yours truly,

L P Hopkins

cc- Mr. Harry D. Jacoby
U of O Physical Plant
Eugene, Oregon

W. C. WILLIAMS

RECEIVED
1
OREGON
STATE HIGHWAY COMMISSION

Mr. K. B. Lytle

CONSTRUCT 640 FEET SPUR TRACK
for
UNIVERSITY OF [illegible]
[illegible], [illegible]

Cost to State Highway Commission
160 Ft to clearance

				Labor	Material	Total
Recollectible						
					Ft	
Set	1	Creo. fir switch ties	@ 1.77		90	
Ea.	29	Creo. track ties			1400	
Ea.	1	113# switch, SH			260	
Ea.	1	90# derail, SH			180	
LF	160	SH 113# rail 3.07			490	
LF	78	SH 90# rail 1.07			240	
Jts	4	113# insulated Jts			8	
Jts	4	SH compromise Jts			8	
Jts	4	SH 113# joints			8	
Ea.	28	Track bolts, nuts & LW			56	
Ea.	123	SH tie plates			246	
Cwt	4.0	Track spikes			8	
Cy	90	Cr gravel ballast	@ 1.75		160	
Ea.	1	Hire switch & derail		40		
Ea.	1	Place switch & Derail		160		
Thsf	160	Lay surface & ballast		230		
		Remove ties		20		
		3% vacation allowance		25	11	
		6.5% SSHRB ins		24		
		10% supervision		58	895	
		Contingencies				
				611	3,783	[illegible]
						3,800

Mr. Recollectible (Cr $2,200 Cash)

Cost to State Highway Commission
288' of track for U of Oregon

Recollectible

				Labor	Material	Total
LF	576	Indrl 75# rail 6.4T	@ 60		384	NC
Jts	20	SH 75# joints	@ 2		40	NC
Ea.	80	Track bolts, nuts & LW	@ 20		16	
Ea.	280	SH tie plates	@ 34		95	NC
Cwt	6.4	Track spikes	@ 8		51	
Cy	96	Gravel ballast	@ 1.25		120	
Ea.	140	Untr track ties	@ 2.31		323	
Ea.	1	Bumper				
Trff	288	Lay surfact & ballast		25		
		3% vacation allowance		426		
		6⅓% SS&RR Ins.		13		
		10% supervision			30	
		Contingencies		46		
				50	107	
				554	1,216	
		Dr. Recollectible (Cr. $570 cash)				1,770

RECEIVED
FEB 10 1949
FOR FILING

Adm
Asst. State Hwy Eng.
WCW

10 10 W

February 8, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. L. F. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 5, Oregon

Dear Sir:

I have a copy of a letter addressed to you by Harry D. Jacoby, Assistant Superintendent of Physical Plant, University of Oregon, requesting construction of a spur or siding to serve the University Physical Plant.

Our agreement with the University of Oregon specifies, among other things, the following:

"The State shall construct a spur or siding for the use of the University so that the same may be served by the Southern Pacific Company, which siding shall be at approximately railroad engineer's station 1016, and which siding shall have a length at least sufficient to accommodate two cars."

If agreeable with your company, this letter is your authority to construct the two-car siding and bill the State Highway Commission for the actual cost thereof.

Before starting work on the siding, you will please advise the State Highway Department, so that we may keep in touch with the work.

The grading for the spur track has previously been done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. Harry D. Jacoby
Mr. H. G. Smith
Mr. K. D. Lytle

FORM E-20 10M 10-48 20007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Feb. 7, 1949

SUBJECT: 20-1037
Spur Track - University

To:

H. G. Smith
Construction Engineer

Dear Sir:

In line with Mr. Jacoby's letter to L. D. Hopkins, Supt. of Southern Pacific Company, dated February 4th, will you please write Mr. Hopkins, with a copy to Mr. Jacoby, agreeing to pay for the construction of a spur track two cars in length.

This is in accordance with our agreement with the University - under "Things to be Done by the State," Article 9, states:

> "The State shall construct a spur or siding for the use of the University so that the same may be served by the Southern Pacific Company, which siding shall be at approximately railroad engineer's station 1016, and which siding shall have a length at least sufficient to accommodate two cars."

The grading has already been performed for this spur.

Very truly yours,

K. D. LYTLE
Division Engineer

NOTED
H. G. SMITH

cc: Jacoby

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Our agreement with the University of Oregon provides for the construction of a spur track, such as mentioned in Mr. Jacoby's letter of February 4th. The grading was done for this spur but the steel has never been laid.

The Southern Pacific should be advised that we will pay the cost of this installation and requested to notify us when they start work so that we can keep track of the cost.

Very truly yours,

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:AR

ASSIGNMENT No. 1916

DESCRIPTION: Copy of Harry D. Jacoby's letter of 2-4-49 (U.of C.) to L. P. Hopkins of S. P. Co. re construction of spur or siding by Hwy. Dept. for use of University

DATE: 2-7-49 ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐

REPORT RECEIVED: 2-8-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

February 4, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Mr. Hopkins:

Referring to your letter of February 1, 1949, GMO-19657, I will attempt to answer your inquiry concerning the length spur now required. The agreement between the University of Oregon and the Highway Department states: "The Highway Department shall construct a spur or siding for the use of the University so that the same may be served by the Southern Pacific Company, which siding shall be at approximate Railroad Engineer's Station 1016, and which siding shall have a length at least sufficient to accomodate two cars." The University's present needs will be adequately cared for by such a siding. It is the desire of the University Physical Plant to have the two car siding constructed so as to clear the future double tracking of this section of Railroad. This will necessarily require more track leading to the siding which will be long enough to work two cars. The measuring for the two car spur should start from the fouling point with the future double track.

As the final plans are worked out for the new Heating Plant, an extension will no doubt be required to accomodate the receiving of both oil tank cars and hogged fuel cars at the new plant. The extension will come later at the expense of the University.

Since the Highway Department is bearing the cost of the two car siding installation, the plans should definitely be approved by them before construction is commenced.

I hope I have been sufficiently clear in this reply.

Yours very truly,

NOTED
W. C. WILLIAM

Harry D. Jacoby

Harry D. Jacoby, Assistant
Superintendent of Physical Plant

db

cc - Mr. R. H. Baldock
Mr. K. D. Lytle

RECEIVED
OREGON
HIGHWAY COMMISSION

RECEIVED
FEB 3 1949
FOR FILING

EMO-19637

Portland, Oregon

February 1, 1949

Mr. Harry D. Jacoby, Assistant
Superintendent of Physical Plant
University of Oregon
Eugene, Oregon

Dear Sir:

Referring to your letter of January 14, 1949, advising us of your desire to have spur constructed to serve your new heating plant at Eugene by this summer.

The original spur track prior to relocation to our trackage in the vicinity of University of Oregon was 448 feet in length. You have given us no indication of length of spur now required. Presume the proposed new track you now desire will be same length. Please advise.

Yours very truly,

(Signed) H. P. HOPKINS

HKL/c

cc-Mr. R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FEB
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
SEP 10 1948
FOR FILING

Salem
Ore. State Hy.
State Department
University of Oregon

UNIVERSITY OF OREGON
DEPARTMENT OF PHYSICAL PLANT
EUGENE, OREGON

September 9, 1948

NOTED
V. C. WILLIAMS

MEMORANDUM TO: Mr. J. O. Lindstrom

FROM: Irwin I. Wright

SUBJECT: Meeting at Salem with Mr. Williams, Mr. Devers, and Mr. Baldock of the State Highway Department, September 7, 1948.

Tuesday morning September 7, I called Mr. Umphlet, Resident Engineer for the State Highway Department, to ask about progress on the design of a proposed fuel unloading ramp at the University Heating Plant. I found they had given up this plan and had decided that we should have the trucks back in from University Street. This would present the rather serious problem of maneuvering trucks, due to limited space, during the cold weather when there are as many as three trucks here to unload at one time.

Through Mr. Umphlet, I arranged an appointment with Mr. Williams in Salem for that afternoon. I explained to him the need for some method of a through drive from University to Onyx for the trucks. It was decided that a retaining wall inside the curb line would be necessary so the fuel trucks could again drive around the fuel dump and leave by Onyx Street after unloading.

Mr. Williams and I went to Mr. Devers Offices and went over this change with him. He and Mr. Baldock, who came in during this discussion, agreed that the retaining wall should be installed by the contractor.

Yours very truly,

Irwin I. Wright

Irwin I. Wright
Superintendent of Physical Plant
University of Oregon
September 8, 1948

IIW - db

cc - Mr. Williams

RECEIVED
SEP 10 1948
OREGON
STATE HIGHWAY COMMISSION

AUG 20 1948
FOR FILING

17-161(12)
3.33

August 18, 1948

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

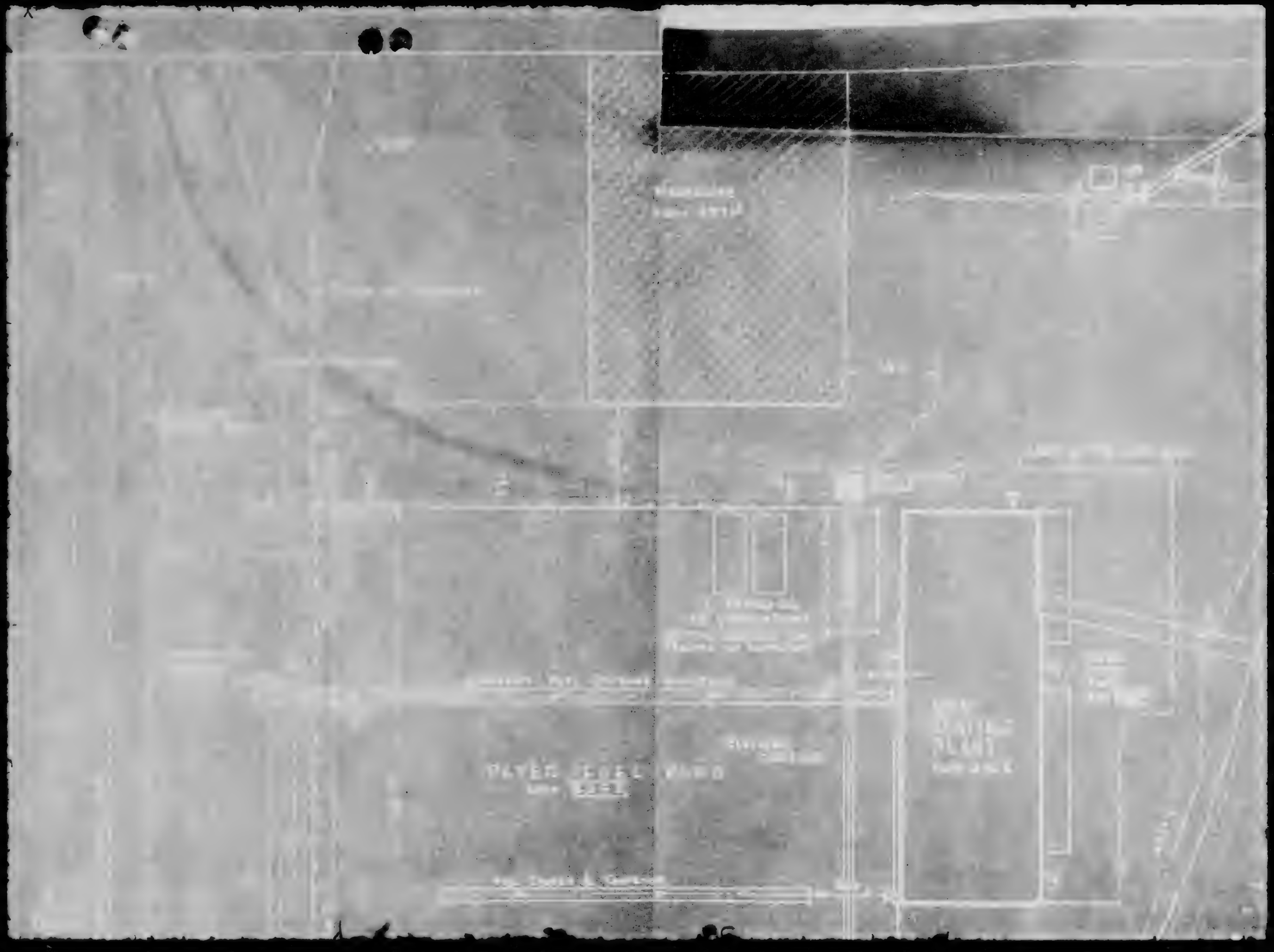
In December of 1941 the State agreed with the University of Oregon to construct a spur track from your main line to serve its warehouse on the north side of the Mill Race at Eugene. I understand that the grading for this spur was done and that the steel is on the ground but was never laid on account of the press of traffic during the war.

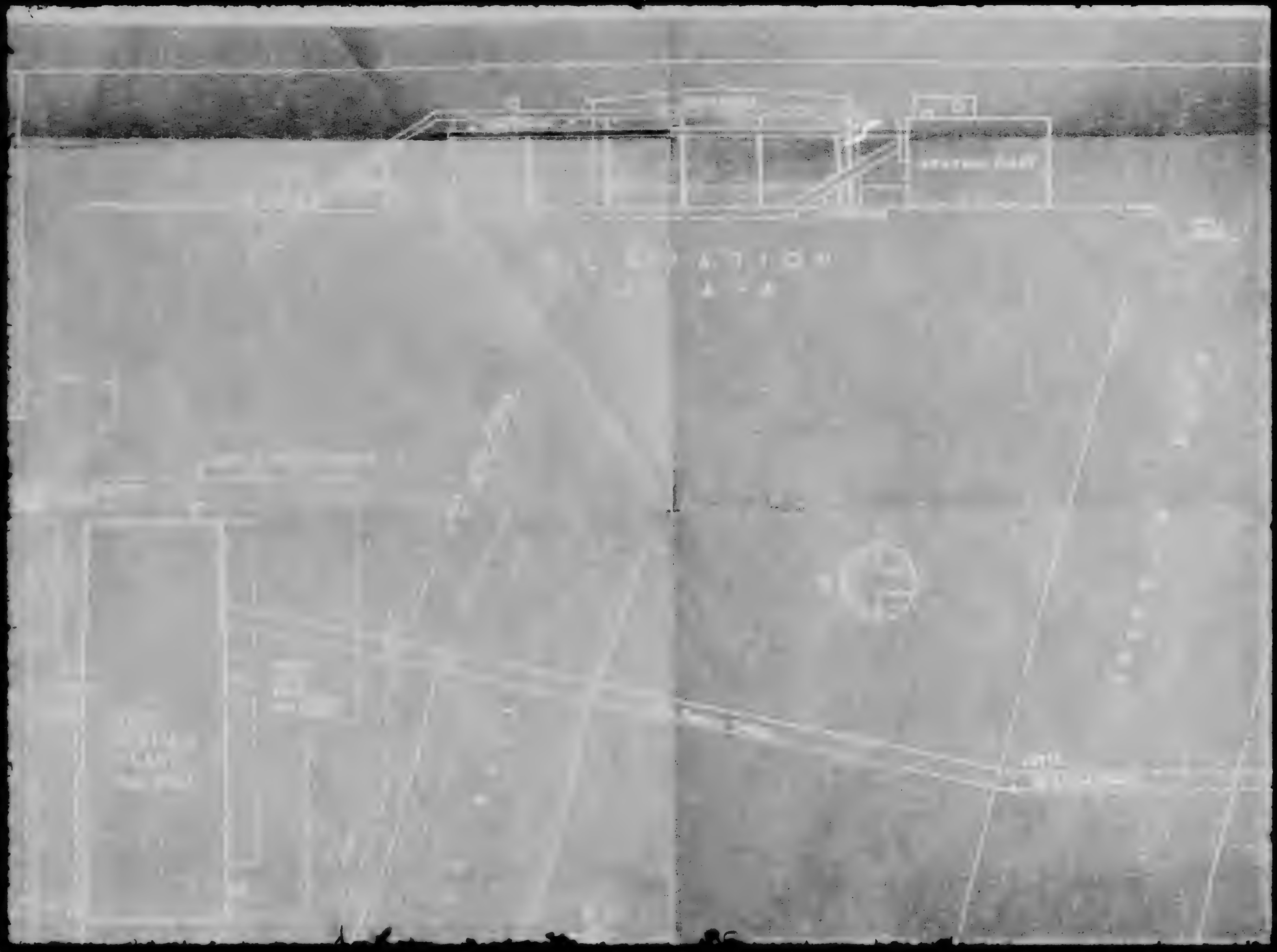
The University is now desirous of having this spur completed, and it is requested that steps be taken as soon as possible to that end. It is understood that the cost of this installation is to be borne by the State.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith





PLOT PLAN
HEAT AND POWER PLANT
FOR THE
UNIVERSITY OF OREGON
EUGENE, OREGON

SOUTHERN PACIFIC COMPANY

Main Line

EUGENE

Proposed 448' Span - University of Oregon

Scale 1" 100'

Form 30 P.D.

RIVER

RECEIVED
JAN 30 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 2, 1950

UI-161(13)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon UI-161(13)
High Street-Walnut St.

Dear Sir:

We are forwarding herewith for your files an executed copy of a modification of agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal A[illegible]an Project No. UI-161(13) WASpr 7564

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 4, 1948, by the Oregon State Highway Commission and on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Urban Project No. UI-161(13); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $178,000.00 to $258,000.00 (without change in the total estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated, and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred fifty-eight thousand and 00/100 dollars ($258,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article III shall be added Clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into

the work covered by this agreement shall not in any event exceed the sum of two hundred fifty-eight thousand and 00/100 dollars ($258,000.00), which does not exceed the authorized Federal pro rata of four hundred fifteen thousand, eight hundred twenty-seven and 77/100 dollars ($415,827.77), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on September 25 1950.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By

Chairman, State Highway Commission

By

Member, State Highway Commission

By

Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By

Oregon Federal Aid Urban Project No. UI-161(13).

RECEIVED
SEP 25 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

W1-161 (13)
3033

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

September 22, 1950

Dr. H. J. Newburn, President
University of Oregon
Eugene, Oregon

Dear Doctor Newburn:

Subject: High Street-Walnut Street
Section, Eugene

The State Highway Commission and the University of Oregon, by and through its Board of Higher Education, entered into an agreement with the State Highway Commission in 1941 concerning the development and maintenance of the High Street-Walnut Street Section of the Pacific Highway where it passes through or borders the University property. Due to changes in construction plans, the agreement was revised in 1948 and the numerical references given in this letter refer to the map attached to the revised agreement as Exhibit "B."

The Highway Commission has installed a sprinkler system in Parcels 3 and 4, and in the parking strips between Alder Street and Onyx Street. It has further improved said areas by planting them to grass, trees and shrubs in accordance with plans developed in conjunction with University authorities. Thus, the work that was to be done by the State Highway Commission has been completed.

May we have your affirmation that the University henceforth accepts the responsibility for maintenance of these areas in accordance with the terms of the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By W. C. Williams

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith
W. W. Stiffler
K. D. Lytle
A. J. Ford
Mark H. Astrup

RECEIVED
FOR FILING

W1-161 (13)

August 11, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of program change form for the High St.-Walnut St. (Eugene) Section Project No. WI-161 (13) in which estimate we are requesting the Federal funds be increased to more nearly represent the permissible proration share.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Enclosures

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. UI-161 (13)

[redacted] ST.-WALNUT ST. (SALEM) SECTION
OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, August 2, 1950

Type Code No. 6201
4-Lane Pavement (Sta. 10+43 to 125+57)

All Required		Clearing and Grubbing (50%)			$ 8,024.50
7,200	sq. yds.	Removal of Pavement	$ 0.60		4,320.00
3,880	sq. yds.	Removal of Walks and Driveways	0.55		2,134.00
6,450	lin. ft.	Removal of Curbs and Gutters	0.45		2,902.50
15	only	Removal of Catch Basins	60.00		900.00
All Required		Removal of Three Concrete Bridges			3,000.00
All Required		Removal of Timber Bridge			2,000.00
400	lin. ft.	Removal of Car Track	3.00		1,200.00
1,300	cu. yds.	Structural Excavation, Unclassified	3.00		3,900.00
29,000	cu. yds.	General Excavation, Unclassified	0.56		16,240.00
133,000	yd. sta.	Short Overhaul	0.02		2,660.00
7,200	C-yd. sta.	Long Overhaul	0.50		3,600.00
0.82	mile	Finishing Roadbed and Slopes	475.00		389.50
2,000	lin. ft.	Rounding Cutbanks	0.25		500.00
1,500	cu. yds.	Excavating and Placing Topsoil	1.75		2,625.00
160	lin. ft.	18" Concrete Pipe	4.00		640.00
1,800	lin. ft.	8" Sewer Pipe	2.00		3,600.00
1,530	lin. ft.	30" Sewer Pipe	8.00		12,240.00
300	lin. ft.	Extra for Installing Pipe Under Pavement	4.00		1,200.00
570	lin. ft.	Salvaging 16" Water Main	1.50		855.00
40	only	Concrete Catch Basins	85.00		3,400.00
1	only	Type "A" Manholes	250.00		250.00
3	only	Type "A" Special Manholes	225.00		675.00
12	only	Adjustment of Manholes	40.00		480.00
50	lin. ft.	1" Water Pipe	0.50		25.00
190	lin. ft.	2" Water Pipe	1.25		237.50
30	lin. ft.	2½" Water Pipe	1.75		52.50
80	lin. ft.	3" Water Pipe	3.00		240.00
780	cu. yds.	Concrete Curb and Gutter	33.00		25,740.00
3,400	sq. yds.	4" Concrete Walk	3.00		10,200.00
880	lin. ft.	Expansion Joints in Walk	0.25		220.00
740	sq. yds.	Concrete Driveways	4.50		3,330.00
340	cu. yds.	Concrete Median Strips	30.00		10,200.00
62	cu. yds.	Class "A" Concrete in Stairs, Walls and Utility Tunnel	55.00		3,410.00

8,200	lbs.	Metal Reinforcement in Stairs, Walls and Utility Tunnel	$ 0.13	$ 1,066.00
30	lin. ft.	Pipe Railing	12.00	360.00
1.6	acres	Seeding to Clover	500.00	800.00
3,000	lin. ft.	1" Electrical Conduit	0.50	1,500.00
970	lin. ft.	1½" Electrical Conduit	0.60	582.00
100	lin. ft.	2" Electrical Conduit	0.75	75.00
4	only	Metal Junction Boxes	5.00	20.00
All Required		Recesses for Traffic Control Markers (50%)		250.00
13,000	cu. yds.	3" - 0" Material in Base	1.40	18,200.00
2,200	cu. yds.	3/4" - 0" Material in Leveling Course	2.50	5,500.00
300	cu. yds.	3/4" - 0" Material in Binder Course	4.50	1,350.00
450	M-gal.	Sprinkling	4.00	1,800.00
12,200	tons	Class "B" Asphaltic Concrete	7.00	85,400.00
54	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	2,268.00
			Subtotal	$250,561.50
			10% Engr. & Cont.	25,056.15
			Total	$275,617.65
		Length	0.824 mile	
		Cost per mile	$334,487.43	

Type Code No. 9762
2-Lane Pavement (Sta. 125+57 to 161+97)

All Required		Clearing and Grubbing (50%)		$ 8,024.50
5,400	sq. yds.	Removal of Pavement	$ 0.60	3,240.00
120	sq. yds.	Removal of Walks and Driveways	0.55	66.00
550	lin. ft.	Removal of Curbs and Gutters	0.45	247.50
2	only	Removal of Catch Basins	60.00	120.00
1	only	Removal of Manholes	150.00	150.00
900	cu. yds.	Structural Excavation, Unclassified	3.00	2,700.00
20,000	cu. yds.	General Excavation, Unclassified	0.56	11,200.00
0.69	mile	Finishing Roadbed and Slopes	475.00	327.75
1,500	lin. ft.	Rounding Cutbanks	0.25	375.00
2,500	cu. yds.	Excavating and Placing Topsoil	1.75	4,375.00
10	lin. ft.	30" Concrete Pipe	8.00	80.00
900	lin. ft.	8" Sewer Pipe	2.00	1,800.00
500	lin. ft.	10" Sewer Pipe	2.25	1,125.00
1,450	lin. ft.	12" Sewer Pipe	2.50	3,625.00
10	only	Concrete Catch Basins	85.00	850.00
3	only	Type "B" Manholes	225.00	675.00
12	only	Adjustment of Manholes	40.00	480.00
150	lin. ft.	1½" Water Pipe	0.90	135.00
120	lin. ft.	2" Water Pipe	1.25	150.00
210	lin. ft.	2½" Water Pipe	1.75	367.50
20	lin. ft.	3" Water Pipe	3.00	60.00

620	cu. yds.	Concrete Curb and Gutter	$ 33.00	$ 20,460.00
200	sq. yds.	4" Concrete Walks	3.00	600.00
120	lin. ft.	Expansion Joints in Walks	0.25	30.00
60	sq. yds.	Concrete Driveways	4.50	270.00
40	cu. yds.	Concrete Median Strips	30.00	1,200.00
74	cu. yds.	Class "A" Concrete in Stairs, Walls and Utility Tunnel	55.00	4,070.00
13,500	lbs.	Metal Reinforcement in Stairs, Walls and Utility Tunnel	0.13	1,755.00
2.4	acres	Seeding to Clover	500.00	1,200.00
500	lin. ft.	1" Electrical Conduit	0.50	250.00
1,030	lin. ft.	1½" Electrical Conduit	0.60	618.00
170	lin. ft.	2" Electrical Conduit	0.75	127.50
All Required		Recesses for Traffic Control Markers (50¢)		250.00
130	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	10.00	1,300.00
6,000	cu. yds.	3" - 0" Material in Base	1.40	8,400.00
1,200	cu. yds.	3/4" - 0" Material in Leveling Course	2.50	3,000.00
200	cu. yds.	3/4" - 0" Material in Binder Course	4.50	900.00
250	M-gal.	Sprinkling	4.00	1,000.00
5,800	tons	Class "B" Asphaltic Concrete	7.00	40,600.00
30	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	42.00	1,260.00
			Subtotal	$127,463.75
			10% Engr. & Cont.	12,746.37
			Total	$140,210.12
		Length	0.686 mile	
		Cost per mile	$203,793.77	

SUMMARY OF FUNDS

Item	Total Cost	Federal Urban Funds	State Funds
4-Lane Pavement	$275,617.65	$171,007.00	$104,610.65
2-Lane Pavement	140,210.12	86,993.00	53,217.12
	$415,827.77	$258,000.00	$157,827.77

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

August 9, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Urban Highway Program
(Previous program)

July 8, 1946
(Date of approval)

COUNTY Lane

Route No. FA 3

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	7	UI-161 (13)	High St.-Walnut St. (Eugene)	Survey-Plans					Gr., Dr., Br., Widen to 4-lane High-type Pavement
				Right-of-Way					
				Construction	415,828	178,000	237,828	1.512	
				Total	415,828	178,000	237,828	1.512	
Requested Revision	7	UI-161 (13)	Same	Survey-Plans					Gr., Dr., Widen to 4-lane High-type Pavement
				Right-of-Way					
				Construction	415,828	258,000	157,828	1.512	
				Total	415,828	258,000	157,828	1.512	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase set up of Federal funds to more nearly represent permissible pro rata share

Date August 9, 1950

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61090-1

RECEIVED
AUG - 1 1950
FOR FILING

FORM E-80 3SH 5-50 40000

U1-161 (13)
3033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1950

SUBJECT: R 15683

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Returned herewith is a letter addressed to you from the Del R. Beebe Construction Company dated February 20, 1950. Payment was made to the Del R. Beebe Company on February 21, 1950, and the Company executed and returned to this office two copies of the yellow receipt form receipting for such payment, one copy of which was forwarded to the Northwest Cities Gas Company.

Yours very truly,

J. M. DEVERS

By C. W. Enfield
C. W. ENFIELD
Assistant Counsel

CWE:avh
Encl.

FOR FILING
RECEIVED

ASSIGNMENT

Date: 2-21-50

No. [illegible]
By [illegible]

Description: Dal R. Beebe Construction Co. letter of 2-20-50 re payment covering excavation and backfill in connection with Contract 3033

Acknowledged by _____ Referred to Enfield

Investigate and report with recommendation; PLEASE RETURN TO
[redacted], such action as necessary and report. W. C. WILLIAMS
Comment or recommendation FOR FILING
Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 1-31-50 Report received _____

Remarks: Will you please advise me when payment has been made.

WCW

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

P. O. Box 138
EUGENE, OREGON

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

February 20, 1950

RECEIVED
FEB 21 1950
LEGAL DEPT.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams, Assistant State Highway Engineer

Dear Sir:

Regarding your letter of November 16, 1949 and further our various correspondence in connection with payment due us by the Northwest Cities Gas Company in the amount of $350.00 covering excavation and backfill performed in conjunction with our Franklin Boulevard Contract #3033.

We have been advised by Mr. Olson of the Northwest Cities Gas Company that the State Highway Commission has notified him that they prefer to pay this claim directly to us rather than to the Northwest Cities Gas Company, as set forth in your letter dated November 16, 1949.

If the above is correct, it would be appreciated if you would forward payment to us at the above address at your earliest opportunity.

Very truly yours,

DEL R. BEEBE CONSTRUCTION CO.

L. E. Jeffs

L. E. Jeffs
Office Manager

lej/mg

Noted cwc

COPY

RECEIVED
JUN 7 1950
FOR FILING

HT-161(13)
2-33

EARL T. NEWBRY
Secretary of State
Salem, Oregon

May 24, 1950

NOTED
State Highway Library

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of your letter of May 9th enclosing signed agreement between the State Highway Commission, the City of Eugene and Lane County, wherein $300,000.00 out of revenues from the Highway Fund, otherwise payable to Lane County, are assigned to the State Highway Commission.

On the basis of payment over a five year period we will withhold from the regular quarterly Lane County payments the sum of $15,000.00 and deliver the warrant for that amount to the State Highway Commission.

As outlined in your letter, no withholding will be made from payments otherwise to be made to the City of Eugene unless notified by your commission.

This agreement bears the date of December 31, 1946, and has been placed on file.

Yours very truly,

EARL T. NEWBRY
Secretary of State

by Harold F. Phillippe /s/
Manager
Accounting Division

HFP:al

REFERRED TO
Ira Walsh
BY SECRETARY

FILED
FOR RECORD
ENGROSSED

COPY

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 9, 1950

Hon. Earl T. Newbry
Secretary of State
C A P I T O L

Dear Mr. Newbry:

I hand you herewith an executed copy of a tri-party agreement among the State Highway Commission, the City of Eugene, and Lane County, in respect to a state highway, city street and county road project in Eugene. This agreement provides for the financing of construction of the High Street-Walnut Street section of the Pacific Highway, the construction of the railroad-city street grade separation project, and the construction of a new bridge across the Willamette River on the Coburg Road.

The things to be done and the obligations to be assumed by each of the parties to the agreement are clearly set forth in the agreement. You will note in paragraph 12 on page 6, wherein the state advances to the county $300,000 or so much thereof as may be necessary to make it possible for the county to pay its share of the cost of the project, which sum is to be repaid by the county out of its annual allocation of state motor vehicle funds in five annual installments. Paragraph 10 on page 11 authorizes you as Secretary of State to withhold from the county annually sufficient of the county's allocation to meet its annual installment. Due to the fact that the funds which the county had on hand, viz: $250,000 (See paragraph 3 on page 1), are now about exhausted, this agreement is now being filed with you with a request that, starting with the next quarterly payment to the county in July, 1950, and continuing until the full amount of $300,000 has been paid or until notified by the Highway Commission to the contrary, there be deducted from the amount due and payable Lane County quarterly, one-quarter of the total annual payment, which amounts to $15,000.

You will note that this agreement also provides for reimbursement to the State Highway Commission of funds advanced to the city of Eugene to assist in payment of its share of the costs of the city's portion of this project. The City of Eugene has on hand approximately $500,000 to defray its share of the expense, and will use that money to pay off its commitments to the State Highway Commission as billings are made. The amount that the city has on hand may be sufficient to pay its entire obligation, in which event it will not be necessary to

exercise the assignment contained in the attached agreement. You will, therefore, make no deductions from the amounts due the City of Eugene by virtue of this assignment until requested to do so by the State Highway Commission.

Please acknowledge receipt of this agreement and advise the Highway Commission whether or not you are willing to make the deductions in conformity with the provisions thereof as supplemented by instructions given in this letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.

cc - R. H. Baldock
M. H. Hawke
S. H. Probert

UI-161(13) Eugene (High St.-Walnut St.) Sec., Pacific Hwy. 1946

#3033 Folder # 1

RECEIVED
MAR 23 1950
FOR FILING

U.1-16/(13)
3033

333 Files

Mrs Lewis

March 21, 1950

Mr. Malcolm M. Hamlin
Chief Accountant

I have been informed by Mr. Devers that a lady by the name of Walton has a claim of about $500. against Dal R. Beebe in connection with Beebe's contract No. 3033, for the construction of the High Street-[redacted] Street Section of the Pacific Highway in Eugene. He has requested that no further payments be made to Mr. Beebe in connection with this job until this claim is satisfied. Will you therefore please arrange that no further payments go to Mr. Beebe until further notice from this office.

Secretary

[redacted]:ks

cc - F. A. Cassy

NOTED ON CARD
3-24-50 JC

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COMMISSIONERS
T. H. ENFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

W1-161(13)
2032

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 23, 1950

NOTED
W. C. WILLIAMS

Mr. Bernard J. Lehrer
Attorney at Law
Baker Building
Walla Walla, Washington

Re: Claim for cost of moving gas facilities in connection with High Street-Walnut Street project Eugene, Oregon
R 15683

Dear Mr. Lehrer:

Enclosed herewith is a copy of a receipt signed by Del R. Beebe acknowledging payment in full for 116.7 cubic yards of structural excavation and backfill from Station L-2, 121 to 127+45 performed at the request of Northwest Cities Gas Company in connection with Highway Commission Contract No. 3033 and necessitated by improvement of the Walnut Street-High Street Section of Pacific Highway, Eugene, Oregon.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
Encl.

cc - W. C. Williams
H. G. Smith

RECEIVED
FOR FILING

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
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LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

U1-161 (13)

February 21, 1950

Mr. Del H. Beebe
P. O. Box 138
Eugene, Oregon

R 15683

W. C. Williams

Dear Mr. Beebe:

Enclosed herewith is check No. A 7092 drawn upon the State Highway Commission revolving fund in the sum of $350.00 in payment in full for 116.7 cubic yards of structural excavation and backfill from Station [illegible]-2, 121 to 127+45, performed at the request of Northwest Cities Gas Company in connection with improvement of the Walnut Street—High Street Section of the Pacific Highway in the City of Eugene, Contract No. 3033.

Claim for the above payment has been made to the Highway Commission, both by yourself and by the Northwest Cities Gas Company, as a part of its claim for reimbursement for moving and relocating gas lines. Inasmuch as payment is being made directly to you by the Commission, we will appreciate your executing both of the enclosed yellow receipt forms and returning the same to this office in the envelope enclosed, so that one executed receipt may be forwarded by this office to the Northwest Cities Gas Company.

Yours very truly,

J. M. DEVERS

By

C. W. BANFIELD
Assistant Counsel

CWBmrh
Encl.
cc - Northwest Cities Gas Company
W. C. Williams
H. G. Smith

RECEIVED
FEB 13 1950
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COMMISSIONERS
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R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

UT-161(13)

February 14, 1950

NOTED
W. C. WILLIAMS

Mr. Bernard J. Lehrer
Attorney at Law
Baker Building
Walla Walla, Washington

Re: Claim for cost of moving gas facilities in connection with High Street-Walnut Street project
Eugene, Oregon
R 15683

Dear Mr. Lehrer:

Thank you for your very kind letter of February 13, 1950. We have prepared and are submitting this date to our Accounting Department two vouchers; one in the sum of $2,431.24 in favor of Northwest Cities Gas Company, and the other in the sum of $350.00 in favor of Mr. Del R. Beebe. Immediately upon receipt of checks in the above sums we shall forward the same for payment.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:avh
cc - W. C. Williams
H. G. Smith

RECEIVED
FEB 14 1950
FOR FILING

UI-16 V 3-1
3633

Salem, Oregon
February 10, 1950

Mr. H. G. Smith

The State Highway Commission has approved payment of the claim of the Northwest Cities Gas Company of Eugene in the amount of $5,781.24.

Their item No. 11, moving of a gas line on 11th Street between Kinsaid Street and the highway, in the amount of $137.90, was denied.

W. C. Williams

WCW:mm

cc Mr. C. W. Enfield

RECEIVED
FEB 10 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
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BEN. R. CHANDLER, MEMBER
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LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

February 8, 1950

W. C. WILLIAMS

UJ-161(3)
2033

Mr. Bernard J. Lehrer
Attorney at Law
Baker Building
Walla Walla, Washington

Re: Claim for cost of moving gas facilities in connection with High Street-Walnut Street project, Eugene, Oregon
R 15683

Dear Mr. Lehrer:

The Engineering and Legal Departments recommended to the Highway Commission at its recent meeting on February 6 and 7, 1950, that the claim of the Northwest Cities Gas Company for reimbursement of costs of labor and materials for the removal and relocation of gas mains and lines in connection with the High Street-Walnut Street project in the City of Eugene be allowed and paid to the extent of the sum of $5,781.24.

The claim of the Gas Company is for the sum of $5,919.14, consisting of forty-one separate items. The Commission approved payment of the claim for forty of these forty-one items, and has rejected the claim made by the Gas Company for item No. 31 involving the moving of a gas line on 11th Street between Kincaid Street and Pacific Highway. This is the area at the circle in the vicinity of the University of Oregon campus, and inasmuch as all houses were removed from this circle, there existed no reason nor necessity for the installation of gas lines as there are no houses to be served thereby. The Engineering Department further has been unable to find any evidence whatsoever that the contractor's equipment destroyed a pipe line in this area. Item No. 31 consists of a claim for the sum of $137.90. Thus, the Commission has approved the payment of all of the Gas Company's claim with the exception of item No. 31.

Inasmuch as the sum of $3,000.00 has previously been paid on this claim, the State is now ready to pay the additional sum of $2,781.24 in payment in full of the claim of the Gas Company.

A part of the Gas Company's claim consists of structural excavation performed by D. K. Beebe Company at 11th Street and Franklin Boulevard in the sum of $350.00. Mr. Beebe has submitted a claim to the State for payment of this sum, and I assume that payment has not been made to Mr. Beebe by the Gas Company. To fully protect the State

FOR FILING

from future claims made by Mr. Beebe for this sum, which claim might be predicated upon his contract with the State for construction of the highway, we prefer to pay the sum of $350.00 directly to Mr. Beebe and secure from him a receipt therefor. We will appreciate being advised if it will be agreeable with the Gas Company for the State to pay the sum of $350.00 directly to Mr. Beebe and to supply the Gas Company with a copy of the receipt therefor and make payment to the Gas Company of the remainder of the amount approved by the Commission, which payment to the Gas Company would be in the sum of $2,431.24. The total payment of $5,781.24 being payment in full of the claim of the Gas Company against the State of Oregon.

Immediately upon consent and approval of the Gas Company of the above-mentioned payments, we shall prepare the necessary vouchers and secure checks for the payment of the remaining sum authorized by the Commission.

Yours very truly,

J. H. DEVENS

By

C. W. LEWIELD
Assistant Counsel

CWL:avh
cc - Don W. Olsen
W. C. Williams ✓
H. G. Smith
H. B. Glaisyer

AGL. IDA
FEB 6 - 1950
13

Salem, Oregon
December 27, 1949

Mr. H. G. Smith

At the last meeting of the Highway Commission the claim of the Northwest Cities Gas Company of Eugene was discussed. It was the ruling of the Legal Department that the State would be obligated to pay for any pipe lines that had been installed in accordance with the city's franchise or city ordinances.

There was some question as to pipe lines that may have been less than 30 inches below the street surface, in which event they would not comply with city ordinance. The Legal Department brought out the fact that the Gas Company claimed any such installations had been made prior to the enactment of the ordinance requiring a 30-inch depth, which ordinance was enacted in 1914.

I will appreciate your having a careful study made to determine, if possible, if we can show that any of the pipes less than 30 inches in depth were installed after 1914. Also, please determine if the Gas Company is attempting to collect for the movement of any pipes not absolutely essential for the construction of the highway.

We are to present this matter to the Commission at its next meeting, so it will be appreciated if you will have the above study and data obtained as expeditiously as possible.

W. C. Williams

WCW:mm

E. R.

FORM E-30 25M 6-49 32902

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1949

SUBJECT: R 15683
Northwest Cities Gas Company

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Enclosed herewith is a copy of a letter written this date to Mr. D. W. Olsen, General Manager of the Northwest Cities Gas Company regarding the above claim.

As previously stated, this Department is of the opinion that based upon the facts presented by the Gas Company, we have a legal liability for reimbursement of the Gas Company for expenditures for labor and material actually made necessary by the highway construction work. Of course, if a further investigation proves that the facts as presented by Mr. Olsen and summarized in my memorandum to Mr. Devers are found to be erroneous, a resulting change in our legal liability may be effected. If these facts are found to be true, then the next thing for determination is what portions of the bill for labor and materials, as submitted by the Gas Company, were actually made necessary by the highway construction work.

As you recall, the Commission directed that the Counsel and Engineer make a joint study and report of the same, together with recommendations regarding this matter, at the next meeting. If I can be of any assistance to you in your investigations and considerations of this claim, please advise me.

Yours very truly,

J. M. DEVERS

By C. W. Enfield
C. W. ENFIELD
Assistant Counsel

CWE:avh
Encl.

COMMISSIONERS
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OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 22, 1949

Mr. D. W. Olsen, General Manager
Northwest Cities Gas Company
Walla Walla, Washington

Re: Claim for Cost of Moving Gas Facilities in Connection with High Street-Walnut Street Project, Eugene, Oregon
R 15683

Dear Don:

Subsequent to my letter to you of November 23, 1949, and prior to the meeting of the Highway Commission, which is still in progress, we learned that the report of the Division Engineer and the Construction Engineer regarding the above claim had not been brought to the attention of the State Highway Engineer or the First Assistant State Highway Engineer for their review and recommendations.

The matter of your claim was upon the agenda for the meeting of the Commission on Monday, December nineteenth, at which time it was explained to the Commission that upon the facts presented by you, the Legal Department was recommending consideration of your claim for reimbursement for expenditures made for labor and material made necessary by the highway project. However, inasmuch as the engineering features involved could not be reported at that time, the matter has been referred jointly to the Chief Counsel and the Highway Engineer for a thorough study of the facts and legal question of liability, and for a complete report and recommendations to the Commission at its next meeting.

We shall advise you promptly of the ultimate action taken by the Commission.

Yours very truly,

J. M. DEVERS

By

C. W. BANFIELD
Assistant Counsel

CWB:avh
cc - W. C. Williams

CHAS. H. REYNOLDS
COOS BAY
BEN. R. CHANDLER
PORTLAND
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COMMISSIONERS

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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 16, 1949

--Oregon State Highway Commission

Gentlemen:

On November 23, 1949 Mr. Devers addressed to you a letter having reference to a controversy between the State Highway Department and the Northwest Cities Gas Company for reimbursement for moving gas facilities in connection with the High Street-Walnut Street project in Eugene. At the time Mr. Devers' letter was written, I was unaware that the matter was being presented to you, as we had not completed our investigation.

Immediately after award of a contract for the highway improvement, Division Engineer Lytle and Resident Engineer Umphlette called at the office of the Northwest Cities Gas Company in Eugene and requested them to make such revisions as were necessary in their gas line facilities. This is the usual custom in the case of all utilities occupying public streets that must be moved or revised to permit public improvements. The Gas Company objected to moving its facilities unless assured that reimbursement would be made. Mr. Lytle had no authority to assure the Company that such reimbursement would be made, inasmuch as the franchise of the Gas Company was rather loosely drawn and legal interpretation would be required to determine whether or not the State should pay any or all of the costs. Incidentally, neither the Gas Company nor the City had any records of the location of the gas lines, and the contractor broke some of them as a result.

The Gas Company finally finished the removal for all of its facilities necessary to permit construction of the highway and subsequently submitted a bill in the amount of $5,919.14.

For two or three months the Engineering Department attempted to work out some settlement with the Gas Company, it being the thought of Department engineers that many of the gas lines were not at a sufficient depth below street grade specified by city ordinance. This is true, and many of the pipes were not at the specified depth, but it is now alleged by the Gas Company that all of the pipes not at specified grade were laid in 1911 and 1912, and a city ordinance specifying a depth of 30" was not enacted until 1914, hence they state the city ordinance has no bearing on the pipes installed before the date of the ordinance.

C. C. R.

Therefore, as the matter now stands, if the Company can show that the pipes that were not at specified grade were installed before the ordinance was passed, then I believe it is Mr. Devers' opinion that the State is obligated to pay the moving costs. I suggest that no action can be taken on this matter until the Engineer and the Chief Counsel have had an opportunity to take the matter up further with the Gas Company, secure such pertinent data and evidence as is necessary and present the matter to you at the February meeting.

From this date on we will place in contracts with the cities the obligation for the cities to require the readjustment of services as a condition precedent to the State's part of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

AGENDA
DEC 1 9 1949
2-2

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
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BEN. R. CHANDLER, MEMBER
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OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. W. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 13, 1949

R 15683

Mr. H. B. Glaisyer,
O f f i c e .

Dear Mr. Glaisyer:

Will you please place on the agenda for consideration at the December meeting the claim of the Northwest Cities Gas Company for reimbursement for costs of labor and materials in the relocation of gas mains and service lines necessitated by the construction of the High Street-Walnut Street Section of the Pacific Highway in the City of Eugene.

Yours very truly,

C. W. Enfield

C. W. Enfield
Assistant Counsel

CWE:PW

C.C.R

FORM E-20 1M 12-49 27099

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 26th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching letter from Mr. Umphlette, together with bill of the Northwest Cities Gas Company, ordinance of the City of Eugene approved July 7th, 1914, and a report on 29 properties giving such information as Umphlette was able to find as to the date of installation of gas. This seems to have little bearing in the matter, since they apparently had stub house connections to all lots in the area whether the property used gas or not.

Umphlette has been able to run down the following pertinent information from one of the old employees of the company:

The gas mains were changed from high pressure to low pressure while the plant was under reconstruction during the years 1910 and 1911. He believes that the mains were installed or replaced on East Broadway during this time.

On July 27th, 1914, the mayor approved an ordinance calling for the pavement of Broadway, with a completion date of October 3rd. It must be assumed, however, that this work was somewhat delayed, as it was stopped on August 10th, by an injunction. The old employee of the gas company advises that they worked ahead of the pavement and changed and installed house connections to all the lots in the area. This work was apparently being done at about the time the ordinance providing for the 30-inch depth went into effect.

If all the house connections were revised and new ones installed to all the vacant lots at the time of the pavement, I think it must be assumed that the new ordinance was followed if it had so recently gone into effect. I see no way, therefore, to adjudicate the bill on the suggested basis, since apparently all the house connections were made at one time to both buildings and vacant lots, and since this work was done immediately prior to the pavement and about the time of the pipe ordinance.

The only portion of the bill which is still questionable is Item 31 in the amount of $137.90. Mr. Umphlette believes that the main between Kincaid Street and the highway was junked on account of the construction of the University circle, since there never would be buildings in the area to be served by gas. He does not remember having seen, nor is he able to find any evidence, that the contractor encountered or destroyed any pipe there.

It is my recommendation that the balance of the bill be paid in accordance with the opinion of the attorneys.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
Jan. 25, 1950

SUBJECT: Northwest Cities Gas Co. bill.

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

In regards to the establishment of the lines in Eugene of the Northwest Cities Gas Co., I viewed pictures of the progress of reconstruction of the gas plant and the dates on the pictures showed that this work took place in the years of 1910 and 1911.

One of the employees of the gas company who has worked on the gas lines since the year 1909, stated that the lines were changed from high pressure to low pressure lines and this change in the gas pipes took place while the plant was under reconstruction (years 1910 & 1911).

Now it is assumed from the above paragraph that the gas line was established between High Street and Franklin Blvd. on East Broadway during 1910 and 1911. On further information this took place before the street was paved and service lines were established to the consumer.

When the City of Eugene paved East Broadway by contract, it is understood that the gas company went ahead of the street improvement and placed stub lines to lots and property. This was done in order to prevent cutting the pavement for future service to consumers. The same took place under the Eugene Project, Contract No. 3033, except the gas company waited until the contractor disturbed the service pipes before they made repairs and extended their service.

Records in the City Engineers office show that paving on East Broadway, between High Street and Franklin Blvd. took place in the year 1914. Completion date was Oct. 3, 1914. As to when the contract was started, information could not be furnished by either the City Engineer or the City Recorder.

Attached hereto is a copy of City of Eugene Ordinance #1567 pertaining to under ground pipes. Note: City Recorder says this would not become effective till thirty days from date of Ordinance.

Very truly yours,

E. E. Umphlette

E. E. Umphlette
Resident Engineer

EEU:Wd
cc Mr. K. D. Lytle

P. S. Since writing the above, I was informed by the City Recorder that the paving mentioned above was authorized July 27, 1914, and contract let to Clarke-Henry Company. The City Mayor stopped work on Aug. 10, 1914 on account of an injunction.

E. E. U.

FORM H-20 25M 8-48 22304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
Jan. 25, 1950

SUBJECT: High Street-Walnut Street

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

I am submitting herewith the following data pertaining to the investigation of the charges made by the Northwest Cities Gas Co. for changing of gas lines in the City of Eugene on the High Street-Walnut Street Section.

1. Two pages of field investigations from various property owners.

2. Northwest Cities Gas Co. bill for work done on this section.

3. Federal Aid Plans on which the various changes have been shown.

Items 2 and 3 were received from your office as noted in your letter to me dated Jan. 16, 1950.

Very truly yours,

E. E. Umphlette
Resident Engineer

encl.
cc Mr. K. D. Lytle

COPY

ORDINANCE NO. 1567

An Ordinance Providing For The Laying Of Pipes Underground In The City Of Eugene

THE CITY OF EUGENE DOES ORDAIN AS FOLLOWS:-

Section 1 : That all water pipes and mains and gas pipes and mains to be laid under ground shall be laid at a depth of thirty inches, below the established street grade.

Section 2 : Any person, firm, company or corporation violating Section 1 of this Ordinance shall be deemed guilty of a misdemeanor and on conviction thereof shall be fined not to exceed Twenty-five Dollars ($25.00).

Apppoved by the Mayor, this 7th day of July, 1914

(Signed) D. E. Yoran
Mayor

Passed the Common Council this 6th day of July, 1914

(Signed) R. S. Bryson
City Recorder

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENTAL CORRESPONDENCE

January 20, 1950

20-1053 UI-161(13)

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
Oregon State Highway Commission
Roseburg, Oregon

NOTED
W. C. WILLIAMS

There is returned agreement prepared by Resident Engineer Umphlette between the State and Chris H. Moss covering the planting of grass in the islands west of Walnut Street, Eugene.

This agreement has been discussed with the Legal Department and with Mr. Williams and does not have their approval. Such a contract would have to be approved by the State Highway Commission and Mr. Williams states that the work should be done by state forces as was originally contemplated as he does not wish to go before the Commission again with respect to work on the Eugene job.

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA:bc
Enclosure
cc: Mr. W. C. Williams ✓
Mr. H. G. Smith

1-25-50

Note:-

Since this report was made up it has been generally understood that all service lines have been connected to the old line or extended to the property line for contemplated future service

E. E. Umphlette

Report on Northwest Cities Gas Company Pipe Line Changes

High Street - Walnut Street Section

Map #	Location Present Owner	Description
4	536 E. Brdy. Rob't Eberwein	Two party service Gas was in at time present owner bought (1944) does not know when gas was installed.
4	364 E. Brdy. J.L.Reynolds	Eugene Business College. Mr. Reynolds stated that there is no gas service in present building. Old house which formerly stood on this property had gas prior to 1940. Property traced back to C.L.Frank who owned prior to 1905 till 1923. Mr. C.L.Frank is visiting in California. No other information.
5	380 E. Brdy. - - - - -	Gas service in house
6	390 E. Brdy. - - - - - -	No gas service in house Owner in California. Information from tenant at 380 E. Brdy.
	Anena Nelson Stewart	
9	444 E. Brdy. C.B.Pennington	Vacant lot. No building has ever been constructed on this property. Statement made by Mrs. C. B. Pennington.
10	528 E. Brdy. C.L.Swormstedt	No gas service in house. Was gas in old house. Statement by Mr. Swormstedt. Owner from prior to 1905 till 1952 was Mrs. Dora H. Peters. Now deceased.
11	476 E. Brdy. A.V.Lewis	City Center Lodge (Motel) Gas service was installed to this motel on Aggl, 1949. Statement by Mr. Wm. Byfuss, Manager. This was vacant property prior to construction of motel.
13	652 E. Brdy. - - - - - 652 E. Brdy. - - - -	Gas was installed in this house prior to 1914. Gas service has been discontinued at this address. Statements by Mrs. Hall, owner.
	Pearl Morris Hall	
14	728 E. Brdy. W.J.Scharon	No gas in use during the past six years. Statement by Mrs. Scharon.
15	Vena Weber	Vacany lot.

16	740 E. Brdy. Joel Trapp	House was moved to this location prior to construction (1947). Previous owner was Allen Mac Masters who could not be located.
20	676 E. Brdy. Seth Laraway	Prpperty now occupied by a new Shell Service Station. No gas in use now. Mrs. Hall, 652 E. Brdy. stated that gas was in use in the old house prior to 1914.
21	659 E. Brdy. Ralph P. Ketner	No gas piped to this property at time service was lowered. No gas to house at present.
22	639 E. Brdy. W.S.Cornutt	Mr. Cornutt had all gas lines removed during construction and told the gas company he did not want gas as long as he lived in the house.
25	599 E. Brdy. Robert O. Davis	Manor Motel. Gas piped to basement of old house on this property but not in use. Mr. Davis stated that a party by the name of Young owned property prior to 1914 but he is now deceased.
Note		A Mrs. Jennie Lee Frazer who lives at 593 E. Brdy. was interviewed altho her address was not on the list. Mrs. Frazer has lived here since before 1914 and she stated that to the best of her knowledge the gas lines were installed prior to 1914.
25	531 E. Brdy. S.C.Endicott	Now occupied by New Standard Oil Service Station.
26	515 E. Brdy. Joe McCune	No gas in use.
27	475 E. Brdy. Jesse Godlove	This property part of original 10 acres owned by the Walton family. Miss Pauline Walton does not remember much about the gas installations. Mr. Godlove bought in 1944 and there was old gas lines at that time but gas was not in use then or since.
28	377 E. Brdy	Franks have owned this property prior to 1905.
29	345 E. Brdy E.R.Frank or Heirs	Family in California.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary
2A-2B	Typical Sections
2C	Curb Recess Details
2D-2E-2F	Traffic Signal Details
3-9	Plan and Profile

STD. NO.

2050 Miscellaneous Structures.
2056 Spring Guard Rails.
8560 Standard Box Culvert

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT
HIGH ST.-WALNUT ST. SECTION
EUGENE
PACIFIC HIGHWAY - LANE COUNTY

Dec., 1946
May, 1948

CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- (Unfenced Property

HIGH ST. – WALNUT ST. SECTION EUGENE PACIFIC HIGHWAY – LANE COUNTY				SHEET No. 1
FED. ROAD DIST. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS See Index
1	OREGON	U1-161(13)		

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

PLANS FOR PROPOSED PROJECT

HIGH ST.-WALNUT ST. SECTION
EUGENE
PACIFIC HIGHWAY - LANE COUNTY

Dec., 1946
May, 1948

STATE HIGHWAY ENGINEER

EUGENE

PACIFIC HIGHWAY - LANE COUNTY

Dec., 1946
May, 1948

Sketch Map

Scale 0 200 Feet

REGISTERED PROFESSIONAL ENGINEER 157 OREGON NOV. 8, 1919 R. H. BALDOCK

STATE HIGHWAY COMMISSION

T. H. BANFIELD, Chairman
ARTHUR W. SCHAUPP, Commissioner
BEN R. CHANDLER, Commissioner

STATE HIGHWAY ENGINEER

DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

DIVISION ENGINEER
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

CHIEF WESTERN DIVISION
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

Gas Co.

2050 Miscellaneous Structures.
2056 Spring Guard Rails.
8560 Standard Box Culvert

EUGENE

PACIFIC HIGHWAY - LANE COUNTY

Dec. 1946
May 1948

Willamette

SN-FA6M 161-D(2) 0

Sou. Pac. Co.

Race

Mill

R.R. Sta. 1004+00

0+00 98+79.85

BEGINNING OF PROJECT UI-161(13)
STA. 10+53

88+33 UI-161(13)=
774+16 NRM 161-D=

EUGENE

NRM 161-D

END O

ST.
5TH.
6TH.
7TH.
8TH.
BROADWAY
PEARL
10TH
OAK
HIGH
11TH.
MILL
12TH.
TERRY
JEFFERSON
WILLARD
13TH.
ALDER
KINCAID
UNIVERSITY
ONYX
EMERALD
BEECH
15TH.
ADA TE
COLUMBIA
MOSS
VILLARD

CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

Existing Gas Lines
Work done by Northwest Cities Gas Co.

Sketch Map

Scale 0 Feet 800

T. H. BA
ARTHUR
BEN R. C

HIGH STREET

T.17S. R.3W. W.M.
EUGENE

STA. 10+53 BEGINNING OF PROJECT

Remove Catch Basin
Const. Catch Basin +50
Inst. 8" Sewer Pipe 10'

+50 Catch Basin (in place)

P.T. 10+30.2 L^B

Const. Catch Basin
Inst. 8" Sewer Pipe to +30

Const. 16' Conc. Driveway

Rem. Underground Conc. Storage Tank
Install New Underground Storage Tank

Const. 16' Conc. Driveway

200' Spiral
SA 30°

30° C.L.
TA 86°30'
Ts 292.5'

P.C.S. 8+30.2 L^B

P.S.C. 7+94.9 L^B

SEVENTH AVE.

Const. Asph. Conc. Pavement

Railroad Spur south From N. Line 6th
(to be removed by City)

52" Sewer (in place)

R/W Line

EAST BROADWAY

Y= 1+70.18 P.T.
L. 90+49.21

R. 120' Y=
Δ 40°55'

Y= 0+00.86 P.C.C.

R. 70' Y=
Δ 69°47'

P.C.C. 0+00 Y=
P.O.C. 3+50 S Y=

Y= N C.L.
Δ 19°06'
L. 60.24'

See Sheet No. 3

Install 2" Water Pipe 135'

Easement Line
R/W Line

Const. 35' Conc. Driveway

L^A Line

Const. Asphaltic Conc. Pavement

Const. Catch Basin
Inst. 8" Sewer Pipe 50'
+35 Inst. A Manhole
Const. Type A Manhole
+40 with Bolting Cover

200' Spiral
SA 30°

L^5+34.5 P.S

Install 30" Sewer Pipe 395'

L^X Line

Const. Conc. Curb & Gutter

Remove Conc. Curb, Sidewalk and Pavement

Const. Catch Basin
Inst. 8" Sewer Pipe 50'

Const. 14' Conc. Driveway
Adjust Manhole

Remove Conc. Sidewalk and Pavement

P.O.T. 2+82.8 L
P.T. 3+82.36
P.T. 4+88.75 Y=
P.O.T. 2+96.08 L^B

100' Spiral
SA 20°

Y= 2°C.R.
TA 88°30'
Ts 294.8'

Y= 4°88.54 P.C.S.

Y= 9+76.31 P.S.C.

Y= 11+20.9 P.T.C.

P.S.T. 4+54.57 L^B

Const. 16' Conc. Driveway

100' Spiral
SA 2°

A.S.C. 5+54.67 L^B

Adjust Manhole +20

Const. Catch Basin
Inst. 8" Sewer Pipe 45'

L^B 4°C.R.
TA 14°21'25"
Ts 230.45'

P.C.S. 8+38.5 L^B

100' Spiral
SA 2°

P.T. 3+42.8 L^B

Const. Catch Basin
Inst. 8" Sewer Pipe 45'

Edge of New Pavement

R/W Line

Install 30" Sewer Pipe 400'

Const. Asph. Conc. Pavement

Install 2" Water Pipe 135'
3 Str. Exc. 5 c.y.

+30 Adjust Manhole on R^A

Const. Catch Basin
Inst. 8" Sewer Pipe 50'
Str. Exc. 3 c.y.

Const. Catch Basin
+30 Inst. 8" Sewer Pipe 10'
3 Str. Exc. 10 c.y.

Remove Catch Basin
Const. Catch Basin
+30 Inst. 8" Sewer Pipe 10'
3 Str. Exc. 10 c.y.

+0.19

425.72

436.0

200 V.C.

Top of Pvt. Grade 18.3' to L^B of L

-0.61

-0.62

L^B Line

Exc. 169
Emb. 148

Exc. 336
Emb. 367

From L^A Line Sta. 132+50 to Sta. 141+30

Emb. 1951

Exc. 1951

Remove Manhole
Catch Basin
Inst. 8" Sewer Pipe 50'
Exc. 3 c.y.

Adjust Manhole
Catch Basin
Inst. 8" Sewer Pipe 50'
Exc. 3 c.y.

Remove Manhole
Existing Cover

Catch Basin
Pipe 25'
Manhole
Cover

630

HIGH ST.- WALNUT ST. SECTION
EUGENE
PACIFIC HIGHWAY — LANE COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET NO	TOTAL SHEETS
8	OREGON	U1-161(11)		3	See Sht. No.

T.17S. R.3W. W.M.
EUGENE

STA. 10+53 BEGINNING OF PROJECT
+50 Catch Basin (in place)

Remove Catch Basin
Const. Catch Basin +50
Inst. 8" Sewer Pipe 10'

P.T. 10+30.2 L1

Const. Catch Basin
Inst. 8" Sewer Pipe 70' +50

Const. 16' Conc. Driveway

Rem. Underground Conc. Storage Tank
Install New Underground Storage Tank

Const. 16' Conc. Driveway

200' Spiral
3Δ 30°

30° C.L.
Ts 86.55
Ts 259.5

P.C. 8+30.2 L1

R.90'

SEVENTH AVE.

Const. Asph. Conc. Wear. Surface

Existing Conc. Walk

SIXTH AVE.

P.T. 14+86.7 L1

50' Spiral
3Δ 5°

20° C.L.
Ts 58.5'

P.C. 8. 14+36.7 L1
P.S.C. 14+73.12 L1

+28 Catch Basins (in place)
+06 Adjust Manhole

Railroad Spur south From N. Line 6th Av.
(to be removed by City)

P.S. 13+53.12 L1

52" Sewer (in place)

R/W Line

Const. 35' Conc. Driveway

200' Spiral
3Δ 30°

Const. Asphaltic Conc. Pavement

L1 Line

Remove Conc. Curb Sidewalk and Pavement

P.T. 12+75.79 L1

100' Spiral
3Δ 20°

P.C. 11+75.79 L1

Remove Conc. Walk

Const. 2" Asphaltic Conc. Surfacing

Const. Gravel Surfacing

Rly. and Hwy. R/W Line

Main Trunk Sew. Pac. Co. 24"

Install 30" Sewer Pipe 385'

L1 Line

Install 30" Sewer Pipe 400'

Const. Conc. Curb & Gutter

Const. Asph. Conc. Pavement

L1 342.2 P.S.

P.I. 3+40.0 Ahead

100' Spiral
3Δ 20°

Const. Catch Basin
Inst. 8" Sewer Pipe 25'
+28

+48 Const. Type A Manhole with Standard Casting
L1 10+32.2 P.S.C.

Const. 16' Conc. Driveway

P.T. 4+54.57 L1

P.S.C. 5+54.57 L1

100' Spiral
3Δ 2°

Adjust Manhole +20

Const. Catch Basin
Inst. 8" Sewer Pipe 45' +15

L1 4° C.R.
Δ 14°21'25"
Ts 230.45'

P.C.S. 6+38.8 L1

100' Spiral
3Δ 2°

P.T. 9+48.8 L1

Const. Catch Basin
Inst. 8" Sew. Pipe 45' +30

Edge of New Pavement

Install 30" Sewer Pipe 320'

Existing Gravel Road

MILL RACE

Water Pipe 135'
Exc. 5 c.y.

+30 Adjust Manhole on R.

426.0

Const. Catch Basin
Inst. 8" Sewer Pipe 50'
Sh. Exc. 3 c.y.

Top of Pvt. Grade 18.5' to L1 of ℄

200' V.C.

+40

-0.61

L3 Line

Exc. 169
Emb. 176

Exc. 336
Emb. 347

Emb. 1957

Const. Catch Basin
Inst. 8" Sewer Pipe 70'
Sh. Exc. 10 c.y.

422.64

100' V.C.

+30

Remove Catch Basin
Const. Catch Basin
Inst. 8" Sewer Pipe 10'
Sh. Exc. 1 c.y.

+30

-0.52

433.05
℄ High St.

END OF PROJECT STA. 40+53

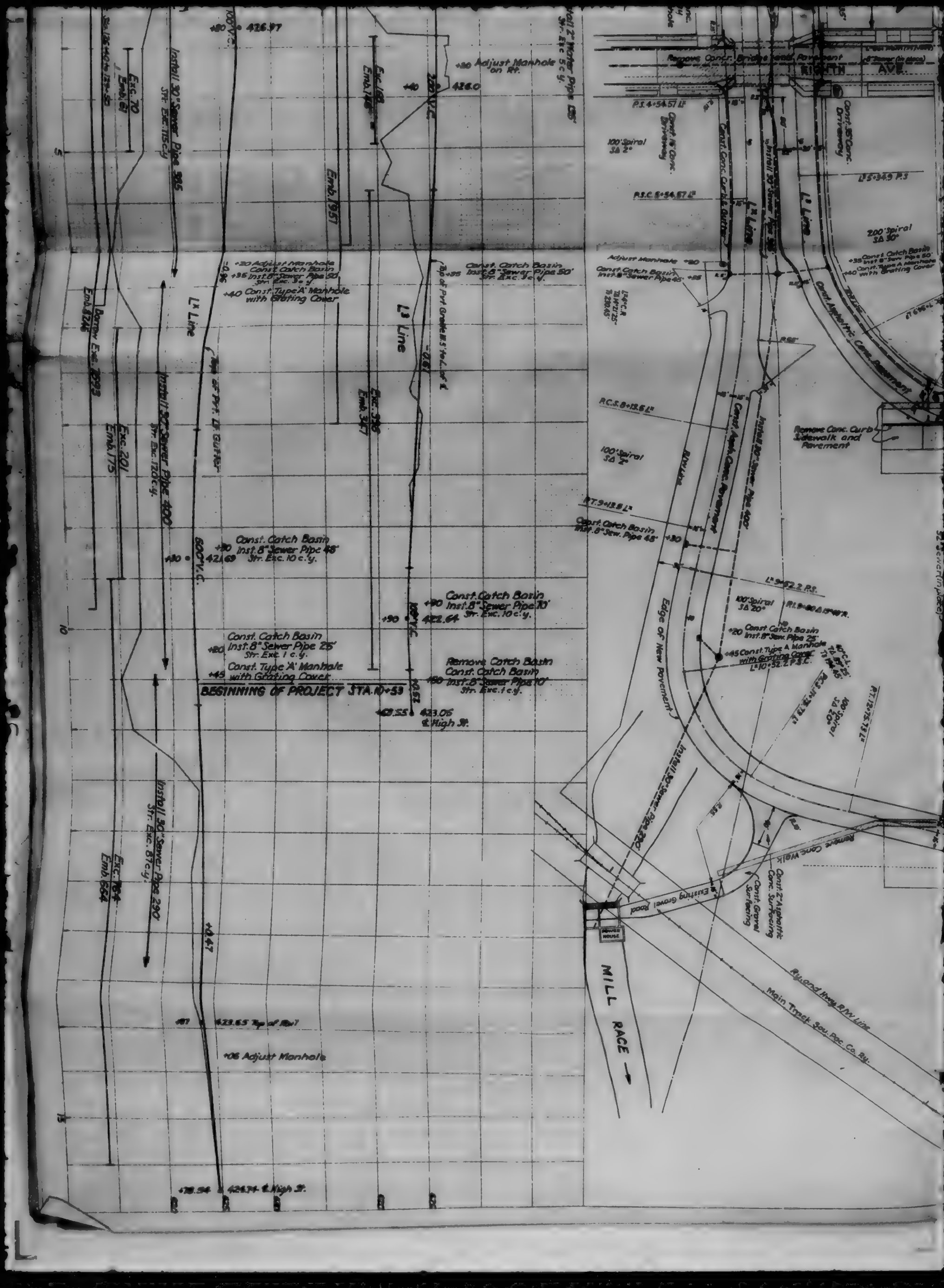
Const. Catch Basin
Inst. 8" Sewer Pipe 45'
Exc. 10 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 25'
Exc. 1 c.y.

Const. Type A Manhole with Standing Cover

Const. Manhole

Manhole


Install 30" Sewer Pipe 385 Str. Exc. 115 c.y.
Exc. 70 Emb. 21
Exc. 138 Emb. 1951
Exc. 938 Emb. 347
Borrow Exc. 1223 Emb. 1248
Exc. 201 Emb. 175
Install 30" Sewer Pipe 400 Str. Exc. 120 c.y.
Install 30" Sewer Pipe 290 Str. Exc. 87 c.y.
Exc. 164 Emb. 664
Install 2" Water Pipe 135' Str. Exc. 5 c.y.
Adjust Manhole on Rt.
Const. Catch Basin Inst. 8" Sewer Pipe 50' Str. Exc. 3 c.y.
Adjust Manhole
Const. Catch Basin Inst. 8" Sewer Pipe 50' Str. Exc. 9 c.y.
Const. Type 'A' Manhole with Grating Cover
Const. Catch Basin Inst. 8" Sewer Pipe 48' Str. Exc. 10 c.y.
Const. Catch Basin Inst. 8" Sewer Pipe 10' Str. Exc. 10 c.y.
Const. Catch Basin Inst. 8" Sewer Pipe 25' Str. Exc. 1 c.y.
Const. Type 'A' Manhole with Grating Cover
Remove Catch Basin
Const. Catch Basin Inst. 8" Sewer Pipe 10' Str. Exc. 1 c.y.
BEGINNING OF PROJECT STA. 10+53
Adjust Manhole
L1 Line
L2 Line
L3 Line
Edge of Pvt. Gravel Rd.
Edge of Pvt. Lt. Gutter
Remove Conc. Bridge and Pavement
Const. Conc. Curb & Gutter
Const. Conc. Driveway
P.S. 4+54.57 Lt
100' Spiral SA 2°
P.S.C. 5+54.67 Lt
Adjust Manhole
Const. Catch Basin Inst. 8" Sewer Pipe 48'
Const. Asphaltic Conc. Pavement
Remove Conc. Curb Sidewalk and Pavement
R.C.S. 8+13.6 Lt
100' Spiral SA 2°
P.T. 9+13.8 Lt
Const. Catch Basin Inst. 8" Sew. Pipe 48'
Install 30" Sewer Pipe 400'
L1 9+52.2 P.S.
100' Spiral SA 20°
Const. Catch Basin Inst. 8" Sew. Pipe 25'
Const. Type A Manhole with Grating Cover
L=10+52.2 P.S.C.
Edge of New Pavement
Install 30" Sewer Pipe 290'
Remove Conc. Walk
Existing Gravel Road
Const. Gravel Surfacing
Const. 2" Asphaltic Conc. Surfacing
POWER HOUSE
MILL RACE
Rutland Hwy. R/W Line
Main Track Sou. Pac. Co. Ry.
NORTH AVE.
Const. 15' Conc. Driveway
L1 5+34.9 P.S.
200' Spiral SA 30°
Const. Catch Basin
Inst. 8" Sew. Pipe 50'
Const. Type A Manhole with Grating Cover
Const. Asphaltic Conc. Pavement
Install 30" Sewer Pipe 385'
Const. Catch Basin Inst. 8" Sewer Pipe 48'
Const. Asphaltic Conc. Pavement
Remove Conc. Curb Sidewalk and Pavement
Const. Catch Basin Inst. 8" Sew. Pipe 48'
Const. Asphaltic Conc. Pavement
Const. Catch Basin Inst. 8" Sew. Pipe 25'
Const. Type A Manhole with Grating Cover
L=10+52.2 P.S.C.
100' Spiral SA 20°
Const. Catch Basin Inst. 8" Sew. Pipe 50'
Const. Type A Manhole with Grating Cover
Const. Asphaltic Conc. Pavement
Remove Conc. Walk
Const. Gravel Surfacing
Const. 2" Asphaltic Conc. Surfacing
Existing Gravel Road
POWER HOUSE
MILL RACE
Rutland Hwy. R/W Line
Main Track Sou. Pac. Co. Ry.
426.97
426.0
422.64
423.05 ℄ High St.
423.65 Top of Rail
423.74 ℄ High St.
Edge of Pvt. Gravel Rd.
Edge of Pvt. Lt. Gutter

BEGINNING OF PROJECT STA. 10+53

Const. Catch Basin
+20 Inst. 8" Sewer Pipe 25'
Str. Exc. 1 c.y.
Const. Type 'A' Manhole
+45 with Grating Cover

Const. Catch Basin
+90 Inst. 8" Sewer Pipe 48'
Str. Exc. 10 c.y.
423.69

Const. Catch Basin
+90 Inst. 8" Sewer Pipe 10'
Str. Exc. 1 c.y.
422.64

Remove Catch Basin
Const. Catch Basin
+90 Inst. 8" Sewer Pipe 10'
Str. Exc. 1 c.y.

+108.55 423.05
E. High St.

Const. Catch Basin
+20 Inst. 8" Sewer Pipe 50'
Str. Exc. 3 c.y.
+40 Const. Type 'A' Manhole
with Grating Cover

Adjust Manhole on Rt.
+80 426.0

Const. Catch Basin
Inst. 8" Sewer Pipe 50'
+35 Str. Exc. 3 c.y.

Top of Pvt. Bridge Wall 5'+/- L. of ℄

Install 30" Sewer Pipe 385
Str. Exc. 115 c.y.

Install 30" Sewer Pipe 400
Str. Exc. 120 c.y.

Exc. 70
Emb. 61

Exc. 201
Emb. 175

Borrow Exc. 1593
Emb. 8246

Exc. 918
Emb. 347

Exc. 1951

Top of Pvt. Lt. Gutter

Top of Pvt. Lt. Gutter

Install 2" Water Pipe 135'
Str. Exc. 5 c.y.

From Line Sta. 132+50 to Sta. 141+93

+83.8 426.24
+1.80
100' V.C.
+80 426.97

+96.09 425.72
+0.19
200' V.C.

L³ Line

L⁴ Line

Edge of New Pavement

Const. Asph. Conc. Pavement

Const. Asphaltic Conc. Pavement

Const. Curb & Gutter

Const. Conc. Curb & Gutter

Remove Conc. Curb Sidewalk and Pavement

Remove Conc. Bridge Walls, Pavement

Adjust Manhole +20

Const. Catch Basin
Inst. 8" Sewer Pipe 45'
+35

Const. Catch Basin
+35 Inst. 8" Sewer Pipe 50'
Str. Exc. 3 c.y.
+40 Const. Type A Manhole
with Grating Cover

Const. Catch Basin
+20 Inst. 8" Sewer Pipe 25'
+45 Const. Type A Manhole
with Grating Cover

Install 30" Sewer Pipe 400'

Install 2" Water Pipe 135'

Const. 14' Conc. Driveway
Adjust Manhole

Const. 16' Conc. Driveway

Const. 35' Conc. Driveway

Const. 16' Conc. Driveway

Const. 16' Conc. Driveway

Const. 16

T.17S. R.3W., W.M.
EUGENE

LEGEND

- Remove Pavement or Walks
- Construct Asphaltic Conc. Pavement
- Portland Cem. Conc. Walk.
- Concrete Curb and Gutter
- " " "
- Manhole in Place
- Construct Manhole
- Remove Manhole
- Adjust Manhole
- Catch Basin in Place
- Remove Catch Basin
- Construct Catch Basin
- Fire Hydrant in Place
- Relocated Fire Hydrant
- Sewer Pipe in Place
- Install Sewer Pipe
- Water Pipe in Place
- Install Water Pipe
- Gas Main in Place

EAST BROADWAY

HIGH STREET

Const. Catch Basin Inst. 8" Sewer Pipe 55'

Const. Type 'A' Manhole with Grating Cover

EQUATION

Const. 5' Conc. Sidewalks

Const. Median Strip (To be landscaped)

Const. 5' Conc. Wk.

Const. 12' Conc. Driveway

Const. 30' Conc. Driveway

Existing 4" Water Main

Remove Conc. Curb & Gutter

Remove Conc. Bridge

Const. Conc. Curb & Gutter

Const. 5' Conc. Walks

Const. Catch Basin Inst. 8" Sewer Pipe 50'

Remove Catch Basin

Adjust Manhole

Install 6" Water Main

Const. 22' Conc. Driveway

Const. 18' Conc. Driveway

Y3 LINE

Exc. 120

Emb. 104

Exc. 573

Emb. 573

From L Line Sta. 197+89 to Sta. 161+50

Finished Grade 15' to Right

Finished Grade

T.17S. R.3W., W.M.
EUGENE

HIGH ST.- WALNUT ST. SECTION EUGENE			SHEET No. 4
PACIFIC HIGHWAY		LANE COUNTY	
FED. ROAD Div. No. 8	STATE OREGON	PROJECT NUMBER U1-161(1)	FAP(A) YEAR

Const. Catch Basin Inst. 8" Sewer Pipe 58' +88 L-Lt 2+63.8

Const. Type 'A' Manhole with Grating Cover +48

EQUATION

EQUATION

Const. 5' Conc. Sidewalks

Const. Median Strip (to be landscaped)

Const. 6" Conc. Wk.

Const. 50' Conc. Driveway

Const. 12' Conc. Driveway

+00 Adjust Manhole 12" Sewer to Grade

+55 Const. 12" Conc. Driveway

+80 Const. Type A Manhole

+80 Const. Catch Basin Inst. 8" Sewer Pipe 58'

+85 Const. 12' Conc. Driveway

EQUATION

Const. 12' Conc. Driveway

+20 Const. Catch Basin Inst. 8" Sewer Pipe 50'

+30 Remove Catch Basin

+25 Move Fire Hydrant

FERRY ST.

Const. Catch Basin Inst. 8" Sewer Pipe 50'

+50 Install 8" Sewer Pipe 50'

Remove Catch Basin

Const. 30' Conc. Dr-way

Standard Oil Service Sta.

Const. 45' Conc. Driveway

Install Raised Traffic Markers by State Forces

Construct Conc. Median & Strip

Const. Conc. Curb & Gutter

Const. 5' Conc. Walks

Const. Asph. Conc. Pavement

Private Drive

Const. Catch Basin Inst. 8" Sewer Pipe 55' +90

Const. 12' Conc. Driveway

Const. 12' Conc. Driveway

Const. 22' Conc. Driveway

Const. 22' Conc. Driveway

Const. 12' Conc. Driveway

Const. 12' Conc. Driveway

Const. Catch Basin Inst. 8" Sewer Pipe 60' +30 Adjust 12" Sewer to Grade

Const. Catch Basin Inst. 8" Sewer Pipe 60' +30 Adjust 12" Sewer to Grade

Const. Catch Basin Inst. 8" Sewer Pipe 60' +30 Adjust 12" Sewer to Grade

Const. Manhole +48

Const. Type 'A' Manhole +48 Adjust to Grade

Const. Catch Basin Inst. 8" Sewer Pipe 55' +48 Adjust to Grade

Const. Catch Basin Inst. 8" Sewer Pipe 60' +30 Adjust 12" Sewer

BROADWAY L-LINE

Y5 LINE

Y-LINE

MILL RACE

EQUATION

EQUATION

Const. Catch Basin +20 Inst. 8" Sewer Pipe 80' Str. Exc. 14 c.y. 424.16 Under Pvt. 58 l.f.

Const. 30' Concr. Driveway

Const. 50' Concr. Driveway

Const. Catch Basin Inst. 8" Sewer Pipe 80'

+00 Adjust Manhole

Const. Catch Basin Install 18" Sewer Pipe 60' Str. Exc. 12 c.y.

Const. 12' Conc. Driveway

Const. Type 'A' +85 Manhole

Remove 2 Catch Basins

Remove 2 Catch Basins Str. Exc. 10 c.y.

Inst. 8" Water Pipe 40 Str. Exc. 2 c.y.

Const. 12' Conc. Driveway

Broadway L-1+66.48 = Mill Race L-0+19.27

Remove Conc. Bridge

Const. Type 'A' Manhole with Grating Cover

Install 30" Sewer Pipe 110' with Wood Trash Rack

Const. Catch Basin Inst. 8" Sewer Pipe 55' Str. Exc. 6 c.y.

Remove Conc. Bridge

Inst. 30" Sewer Pipe 130' with Wood Trash Rack Str. Exc. 39 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 6'

Const. Catch Basin Inst. 8" Sewer Pipe 40'

Const. Catch Basin and L. Inst. 8" Sewer Pipe 40' Str. Exc. 12 c.y.

Const. 12' Concr. Driveway

Const. 22' Concr. Driveway

Const. 22' Concr. Driveway

Const. 12' Conc. Driveway

Const. 2 Catch Basins Inst. 8" Sewer Pipe 100' Str. Exc. 16 c.y. Under Pvt. 45 l.f.

Remove 2 Catch Basins Str. Exc. 6 c.y.

Adjust Manhole

Const. 2 Catch Basins Inst. 8" Sewer Pipe 105'

Remove Catch Basin Str. Exc. 15 c.y. Under Pavement 80 l.f.

Const. Catch Basin Inst. 8" Sewer Pipe 80' Str. Exc. 16 c.y.

Const. 12' Conc. Driveway

Const. Catch Basin Inst. 8" Sewer Pipe 50'

Remove Catch Basin

Adjust Manhole

Install 6" Water Main (by City)

Private Drive

Const. Catch Basin Inst. 8" Sewer Pipe 55'

Const. 12' Concr. Driveway

Const. 12' Conc. Driveway

+20 Const. Catch Basin Inst. 8" Sewer Pipe 60'

+30 Remove Catch Basin

+25 Move Fire Hydrant

FERRY ST.

+50 Install 8" Sewer

Remove Catch Ba

Y= 0+00 P.I. = L. 96+72.0 Δ 6°00' to R.

Const. 30' Conc. Dr'way

Standard Oil Service Sta.

Const. 48' Conc. Driveway

Const. 12' Conc. Driveway

Const. 5' Concr. Walks

Const. Concr. Curb & Gutter

Const. Concr. Median Strip

Install Raised Traffic Markers

Install Traffic Lane Arrows

120' Spiral 3Δ 16°24'

Y= 2+76.8 P.S.

Y= 0+00 P.S. = L. 54+49.85

Y= 1+70.2 P.T.

Y= 3+76 P.S.C.

Y= 4+57 Inst. 1" Wat

+00 Const. Catch Ba Inst. 8" Sewer Pip

+00 Const. Catch Basin Inst. 8" Sewer Pipe

+25 Const. 12' Conc. Driveway

Y= 1+20 R.S.C.

3Δ 20°

Y= 2+76.8 P.S.

Y= R.P.C. Δ 40°55'

Const. Catch Basin +00 Inst. 8" Sewer Pipe 55' Y= 0+82.35 P.C.C.

Y= R.P.C. Δ 40°55'

Y= R.P.C. Δ 45°27' 7.60 l.f.

Const. Catch Basin +00 Inst. 8" Sewer Pipe 90' Y= 0+82.35 P.C.C.

R.C.C.P. Y= R.C.P.

Y= R.P.C. Δ 40°55'

Y= R.P.C. Δ 45°27'

Y= R.P.C. Δ 40°55'

Y= R.P.C. Δ 40°55'

Y= R.P.C. Δ 40°55

LEGEND

- Remove Pavement or Walks
- Construct Asphaltic Conc. Pavement
- " Portland Cem. Conc. Walk.
- " Concrete Curb and Gutter
- " " "
- Manhole in Place
- Construct Manhole
- Remove Manhole
- Adjust Manhole
- Catch Basin in Place
- Remove Catch Basin
- Construct Catch Basin
- Fire Hydrant in Place
- Relocated Fire Hydrant
- Sewer Pipe in Place
- Install Sewer Pipe
- Water Pipe in Place
- Install Water Pipe
- Gas Main in Place

EAST BROADWAY

HIGH STREET

FERRY ST.

EQUATION

Y^s LINE

BROADWAY L-LINE

Y^s LINE

MILL RACE

EQUATION

Finished Grade 15' to Right

Finished Grade 15' to Left or Lt.

Private Drive

T. 17 S. R. 3 W. W. M.

EUGENE

EAST BROADWAY

EIGHTH AVE. CONNEC.
Constructed in 1949

FRANKLIN BLVD.

HILYARD ST.

ALDER ST.

PATTERSON ST.

Ice Plant

Const. Conc. Traffic Island

Const. Conc. Med. Strip

Const. 5' Conc. Walks

Const. Asphaltic Concrete Pavement

Existing 4" Water Main

Slope Easement Line

R/W Line

Scale: 1" = 5
50

HIGH ST.- WALNUT ST. SECTION EUGENE				SHEET No.
PACIFIC HIGHWAY		LANE COUNTY		5
FED. ROAD DIV. No.	STATE	NUMBER	YEAR	TOTAL SHEETS See Index
8	OREGON	UI-161(8)		

T. 17 S. R. 3 W. W.M.
EUGENE

FRANKLIN

Ice Plant

Const. Conc. Traffic Island

Const. Conc. Med. Strip

Const. 5' Conc. Walks

Const. Asphaltic Conc. Pavement

Const. Conc. Curb and Gutter

Const. Asph. Conc. Pavement

Const. Median Strip

ALDER ST.

HILYARD ST.

BLVD.

MILL

Scale: 1" = 5' Ver. 50' Hor.

Hilyard St. to Alder St. on Rt.
Remove Cond. Walks and Driveways adjacent to removed houses.

Remove Catch Basin
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 63' (under pvt. 17')
Str. Exc. 18 c.y.

Remove Catch Basin

Remove Catch Basin
Const. Catch Basin
Inst. 8" Sewer Pipe 15'
Str. Exc. 5 c.y.

Remove 2 Catch Basins
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 50' (under pvt. 30')
Str. Exc. 10 c.y.
Adjust Manhole

Const. Catch Basin
Inst. 8" Sewer Pipe 20' (under pvt. 20') Str. Exc. 12 c.y.

Hilyard St. to Alder St. on Rt.
Remove Cond. Walks and Driveways
adjacent to Improved Premises

Const. Catch Basin
Inst. 8" Sewer Pipe 30'
Str. Exc. 6 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 20'
Str. Exc. 4 c.y.

Remove R.R. Br. and Const. Fill
Install 18" Pipe 150'
Str. Exc. 17 c.y.

Adjust Manhole

Remove Hwy. Br. and Const. Fill

Remove Catch Basin
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 69'
Lt. P.S.C. 103+51.9

Remove Catch Basin

Salvage 4" Water Main 140' (by City)

HILYARD ST.

L 500' Spiral
SA 12°30'

60' Spiral
SA 7°30'

Const. 15' Conc. Driveway.

P.S.C. 105+81.2

Const. 20' Conc. Driveway.

Const. Catch Basin
Inst. 8" Sewer Pipe 81'

P.S.C. 107+90.7

Const. 5' Conc. Walks

4°-C.R. 42°-40'
T.S. 68'

4°-C.R. 42°-40'
T.S. 68'

12" Water Main (In Place)

ALDER ST.

10" Sewer Main (In Place)

Const. Catch Basin
Inst. 8" Sewer Pipe 30'
Const. Catch Basin
Inst. 8" Sew. Pipe 20'

P.C.S. 110+15.9

Const. Asphaltic Conc. Pavement
Const. Conc. Curb and Gutter

Const. Asph. Conc. Pavement
Const. Conc. Curb and Gutter

L 400' Spiral
SA 10°

P.C.S. 112+57.2

Const. Conc. Walks

MILL

Median Strip

BLVD.

L 300' Spiral
SA 6°

P.T. 114+15.9

Install 18" Pipe 150'
Rem. R.R. Br. and Const. Fill

Install 16" Water Main (By City)

+55 Adjust Manhole

Remove Hwy. Br. and Const. Fill

ACE

Scale: 1" = 5' Ver.
50' Hor.

Exc. 1004 c.y.
Emb. 873

Exc. 109 c.y.
Emb. 1445

Exc. 1109 c.y.
Emb. 365

Short O.H. 1000 Yd. Sta.

Short O.H. 2200 Yd. Sta.

Long O.H. 55 C-Yd. Sta.

Exc. 1109 c.y.
Emb. 365

Exc. 1109 c.y.
Emb. 575

Completed Grade
12' to R. of ℄

Completed Grade
1/2' to R. of ℄

L 300' V.C.

L 200' V.C.

+0.72 L²

+0.64 L²

+0.30 L²

+0.30 L²

+100

+80

+47

+75

+20

+40

+60

+00

+55

+50

+80

+100

+120

+140

+160

+180

+200

+220

+240

+260

+280

+300

+320

+340

+360

+380

+400

+420

+440

+460

+480

+500

+520

+540

+560

+580

+600

+620

+640

+660

+680

+700

+720

+740

+760

+780

+800

+820

+840

+860

EAST BROADWAY

Const. 5' Conc. Walks

Const. Asphaltic Concrete Pavement

Const. Conc. Curb and Gutter

Const. Conc. Med. Strip

Const. 5 Conc. Walks

Const. Asphaltic Conc

Const. Conc. Curb

Const. Asph. C

Slope Easement Line

Existing 4" Water Main

Existing Hydrant

Adjust Manhole

Const. 25' Conc. Driveway

Const. 12' Conc. Driveway

Const. 20' Conc. Driveway

Construct 12' Conc Driveway

Construct 12' Conc. Driveway

Const. 30' Conc. Driveway

Remove Catch Basins #7 Const. 2 Catch Basins Inst. 8" Sewer Pipe 63' L. Exc. 10 C.Y.

Remove Catch Basin

Const. Catch Basin Inst. 8" Sewer Pipe 63' Sh. Exc. 18 C.y.

Remove Catch Basin

Const. Catch Basin Inst. 8" Sewer Pipe 63' Sh. Exc. 18 C.y.

Remove 2 Catch Basins

Const. 2 Catch Basins Inst. 8" Sewer Pipe 30' (under part Lap) Sh. Exc. 10 C.y.

Adjust Manhole

Const. Catch Basin Inst. 8" Sewer Pipe 30' (under part Lap) Sh. Exc. 8 C.y.

Const. Catch Basin Inst. 8" Sewer Pipe 30' Sh. Exc. 8 C.y.

Const. Catch Basin Inst. 8" Sewer Pipe 20' Sh. Exc. 4 C.y.

HILYARD ST.

ALDER ST.

MATTERSON ST.

Hilyard St. to Alder St. on Rt. Remove Cond. Walks and Driveways adjacent to removed houses.

Scale: 1" = 5' Ver. 50' Hor.

+0.692

425.00

100' V.C.

-0.028 L²

-0.10 L

425.71 L²

436.45 L²

100' V.C.

-0.64 L²

-0.72 L

L² 200' V.C.

L 200' V.C.

Finished Grade 8" to Left of ℄

+0.30 L

Exc. 961 - L²

Short O.H. 2820 Yd. Sta.

Exc. 1189 L²

Emb. 1445

Exc. 427 - L

Short O.H. 700 Yd. Sta.

Emb. 365

Exc. 1487 - L

Short O.H. 5922 Yd. Sta.

Long O.H. 55 C. Yd. Sta.

Exc. 1109 - L

Emb. 965

99

103

110

T. 17 S. R. 3 W., W. M.

EUGENE

MILL

Proposed

New

Channel

H. SHAW D.L.C. No. 56

J. W. MURRAY D.L.C. No. 43

EQUATION

RACE

FRANKLIN

Const. Asph. Conc. Pavement

Const. Conc. Curb and Gutter

Construct Median Strip

Const. Asph. Conc. Pavement

Remove Concr. Pavement

Existing 18" San. Sewer

Const. 5' Conc. Walk

Const. 20' Conc. Driveway

Const. 30' Conc. Driveway

Const. 26' Conc. Driveway

Const. 30' Conc. Driveway

400' Spiral

Adjust Manhole

Remove Catch Basin

R/W Line

Const. Catch Basin Inst. 8" Sewer Pipe 75'

Install 15" Water Main (by City)

Install 12" Water Pipe 40'

Const. Asph. Conc. Pavement

Const. Conc. Surface (Min.)

Const. Conc. Curb

BLVD.

Existing Timber Ret. Wall

Adjust Water Manhole

Const. 4'6" Reinf. Conc. Utility Tunnel 136'

Remove Car Track 385'

Existing 10" San. Sewer

Const. Conc. Stairs and Walk

Const. Conc. Walk

Const. Conc. Retaining Wall 283' with Pipe Handrail

Trees

Adjust Manhole

Edge of Curb to Face of Retaining Wall 15' Edge of Curb to Right of Way Line

Const. Catch Basin

University of Oregon Fine Arts Building

UNIVERSITY ST.

R/W Line

Univ. Heating

Connection to be made to existing Tunnel

Univ. of Ore. Villard Hall

8" C.R. Δ 15°53½' T. 99.1'

PC Sta 7+93.18

PT Sta 7+97.28

ROC R 1723 ft

Edge of Curb to Face of Retaining Wall 15' Edge of Curb to Right of Way Line

Const. Catch Basin

Adjust Water Manhole

Const. Tuple 18" Manhole

See Br. Dwg. No. 8560 Const. 4'x6' Reinf. Conc. Utility Tunnel 136' Carries 4" Conc. 66 c.y. Metal Rails 1225 lbs. Str. Exc. 210 c.y.

Splice 18" Water Main 525' Str. Exc. 180 c.y.

Adjust Manhole on Eleventh Ave.

Adjust Manhole

Const. Catch Basin Inst. 8" Sewer Pipe 30' Str. Exc. 3 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 25' Str. Exc. 19 c.y.

Adjust Manhole

Remove Catch Basin

Install 2" Water Pipe 40' Str. Exc. 2 c.y.

Adjust Manhole

Adjust Manhole

Const. Catch Basin Inst. 8" Sewer Pipe 75'

Adjust Manhole

Inst. 8" Sewer Pipe 40'

Const. 16" Conc. Driveway

Adjust Manhole

Remove Catch Basin

Inst. 8" Sewer Pipe 50'

Const. 30' Conc. Driveway

400' Spiral

Const. 30' Conc. Driveway

Const. 20' Conc. Driveway

Adjust Manhole

400' Spiral

200' Spiral

Adjust Manhole

Adjust Manhole

Adjust Manhole

HIGH ST. - WALNUT ST. SECTION
EUGENE
PACIFIC HIGHWAY — LANE COUNTY

FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	UI-161(9)		6	

T. 17 S. R. 3 W., W. M.
EUGENE

Proposed
New Channel
RACE
H. SNAW D.L.C. No. 56
F. McMURRAY D.L.C. No. 66
EQUATION
End of New Pavement
Begin Existing
Existing 18" San. Sewer
Remove Concr. Pavement
Const. 5' Conc. Walk
Const. Asph. Conc. Pavement
Const. Conc. Surface (To 47)
Remove Car Track Rails
Existing 12" San. Sewer
Adjust Manhole
Existing Timber Ret. Wall
Const. Conc. Curb
BLVD.
Existing Conc. Walk
8" Sanitary Sewer (in place)
Existing Conc. Pavement
Const. 4'-6" Reinf. Conc. Utility Tunnel
Const. Type B Manhole
Const. Catch Basin
Remove Catch Basin
Install 12" Sewer Pipe 570'
Install 12" Water Pipe 100'
Const. Private Road 22'
To Univ. of Ore. Warehouse
R/W Line
Const. Conc. Stairs and Walk
Const. Conc. Walk
Const. Conc. Retaining Wall 283' with Pipe Handrail
Install 16" Water Main (by City)
Sheet No. 7 for details of Eleventh Ave. Connection.
Univ. of Ore. Heating Plant
Sawdust Fuel Storage
University of Oregon Fine Arts Building
ONYX
Univ. of Ore. Willard Hall
Salvage 18" Water Main 525'
Str. Exc. 180 c.y.
Construct Private Road 22'
(see typical section)
Install 12" Water Pipe 100'
Str. Exc. 4 c.y.
Adjust Manhole on Eleventh Ave.
Adjust Manhole
Const. Catch Basin
Adjust Water Manhole
Const. Catch Basin
Finished Grade 15' to Lt. of ℄
Finished Grade 7' to Lt of ℄
Top of Existing Part of Rt. Edge
600' V.C.
Const. Conc. Retaining Wall

RACE

Remove Concr. Pavement

Const. 5' Conc. Walk

Const. Asph. Conc. Pavement

Const. Conc. Surface (Mat'l)

Remove Car Track 386'

Const. Conc. Curb & Gutter

Const. Conc. Stairs and Walk

Const. Conc. Walk

Const. Conc. Retaining Wall 283' with Pipe Handrail

5° C.R. Δ 15°53½' T. 99.1'

Adjust Manhole

Edge of Curb to Face of Retaining Wall 7.5' Edge of Curb to Right of Way Line 35'

Const. Catch Basin +30

Existing Timber Ret. Wall

Const. Conc. Curb

BLVD.

Const. Conc. Surface (Mat'l)

Install 12" Sewer Pipe 570'

Remove Car Track 386'

R/W Line

Existing Conc. Walk

Existing Conc. Pavement

Install 16" Water Main (by City)

Const. Catch Basin +10 Const. Catch Basin Inst. 8" Sewer Pipe 40'

Const. Catch Basin +40 Inst. 8" Sewer Pipe 60'

Remove Conc. Pipe 87'

Const. Catch Basin Inst. 8" Sewer Pipe 87'

UNIVERSITY ST.

Const. Guard Rail 30'

No Connection to be made to existing Tunnel

University of Oregon Fine Arts Building

Univ. of Ore. Heating Plant

Sawdust Fuel Storage

ONYX ST.

Univ. of Ore. Millard Hall

Salvage 16" Water Main 525' Str. Exc. 180 c.y.

Construct Private Road 225' (See Typical section)

Install 12" Water Pipe 100' Str. Exc. 4 c.y.

Adjust Manhole on Eleventh Ave.

Adjust Manhole

Const. Catch Basin

Adjust Water Manhole

See Dr. Dwg. No. 3560 Const. 4'-3" Reinf. Conc. Utility Tunnel 136' Const. 4'Conc. 68 c.y. Misc. Reinf. 12225 lbs. Str. Exc. 210 c.y.

Const. Type 'B' Manhole Inst. 12" Sewer Pipe 120' Connect Existing Catch Basin to M.H. with 6" Sew. Pipe 6'

Const. Catch Basin Inst. 8" Sewer Pipe 10' Remove Catch Basin Inst. Str. Exc. 35 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 40' Str. Exc. 9 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 60' Str. Exc. 10 c.y.

Remove Conc. Pipe 87'

Const. Catch Basin Inst. 8" Sewer Pipe 87' Str. Exc. 11 c.y.

L Line

L² Line

600' V.C.

Finished Grade 7' to Lt. of ℄

Finished Grade 15' to Lt. of ℄

Top of Existing Pvt. at Rt. Edge

Const. Conc. Retaining Wall on R. 283' with Pipe Handrail

Install 8" Sewer Pipe 512' Str. Exc. 60 c.y.

Install 12" Sewer Pipe 570' (See St. 121+30 to 126+) Str. Exc. 110 c.y.

To L²-L³ Lines

Short O.H. 12834 Yd. Sta.

Long O.H. 1320 C-Yd. Sta.

Exc. 2139

Exc. 1439 Emb. 1252

Exc. 832 Emb. 724

To L²-L¹ Lines

Short O.H. 7962 Yd. Sta.

Long O.H. 1415 C-Yd. Sta.

Exc. 1327

Exc. 2543 Emb. 2229

Exc. 1558 Emb. 1356

120

125

130

Set No. 7 for details Tenth Ave. Connection.

L² +25 Adjust Manhole

Const. Catch Basin
L² +60 Inst. 8" Sewer Pipe 50'
Str. Exc. 8 c.y.

+80 Const. Catch Basin
Inst. 8" Sewer Pipe 75'
Str. Exc. 18 c.y.

L² +50 Adjust Manhole

L² +74 Remove Catch Basin

+20 Install 2" Water Pipe 40'
Str. Exc. 2 c.y.

+00 Adjust Manhole on Eleventh Ave.

Const. Catch Basin
Inst. 8" Sewer Pipe 75'

Const. Conc. Curb and Gutter
Const. Asph. Conc. Pavement

Remove Conc. Curb & Gutter

Const. Asph. Conc. Pavement

Install 2" Water Pipe 40'

Const. Asph. Conc. Pavement

Remove Conc. Curb & Gutter

Const. 5' Conc. Walk

Install 8" Water Main (by City)

Const. Conc. Retaining Wall 283'
with Pipe Handrail

Const. Conc. Surface (Typ.)

Const. Conc. Curb

Const. Conc. Sidewalk

Const. Gutter Roll 30'

Const. Conc. Curb

Const. 4'x6' Reinf. Conc. Utility Tunnel
See Br. Drg. No. 8560

Const. Type 'B' Manhole
Inst. 12" Sewer Pipe 120'
Connec. Existing Catch Basin

See Sheet No. 7 for details of Eleventh Ave. Connection.

No Connection to be made to existing Tunnel

Adjust Manhole

Adjust Manhole

Adjust Water

Edge of Curb to Face of Retaining Wall 7.5'
Edge of Curb to Right of Way Line

Const Catch Basin +20

Adjust Manhole

Adjust Water Manhole

Schedule 8" Water Main 525'
Str. Exc. 110 c.y.

Install 8" Sewer Pipe 512'
Str. Exc. 60 c.y.

Finished Grade 7.10 Lt. of "E"

Short Oil (1894 Yd. Sta.

Long O.H. 1310 C-Yd. Sta.

Short O.H. 1362 Yd. Sta.

Long O.H. 1455 C-Yd. Sta.

Exc. 1043
Emb. 913

Exc. 1294
Emb. 1294

Exc. 2543
Emb. 2229

Exc. 691
Emb. 724

Exc. 1499
Emb. 1252

Exc. 2119

KINKAID ST.

UNIVERSITY ST.

ELEVENTH AVE.

RACE

BLVD.

University of Oregon Fine Arts Building

Univ. of Ore. Willard Hall

Existing Timber Post Line

Const. 4'x6' Reinf. Conc. Utility Tunnel
See Br. Drg. No. 8560

Const. Type 'B' Manhole
Inst. 12" Sewer Pipe 120'
Connec. Existing Catch Basin

Const. Asph. Conc. Pavement

Const. Conc. Curb

Const. Conc. Sidewalk

Const. Gutter Roll 30'

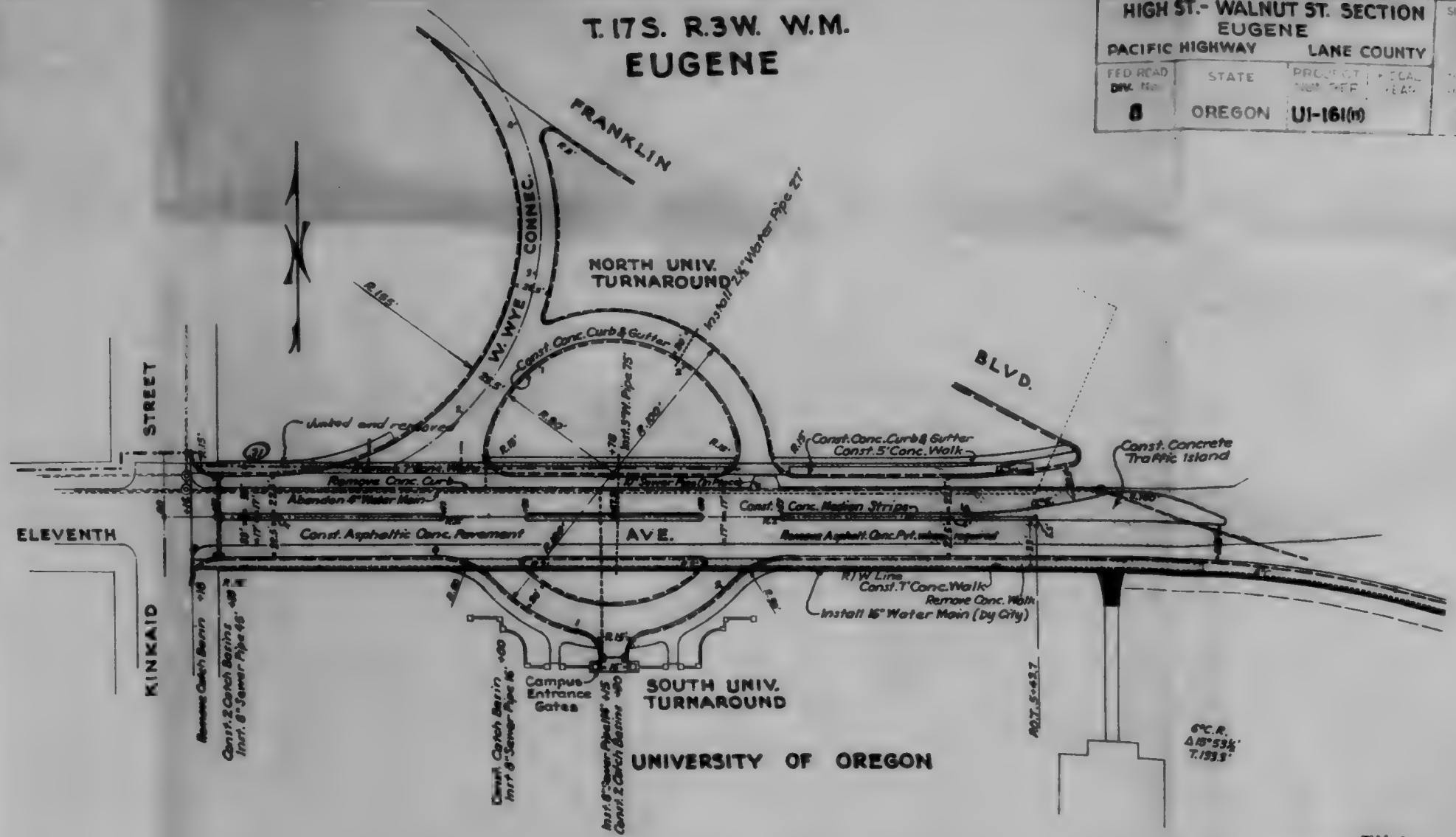
Const. Conc. Curb

Const. Conc. Retaining Wall 283'
with Pipe Handrail

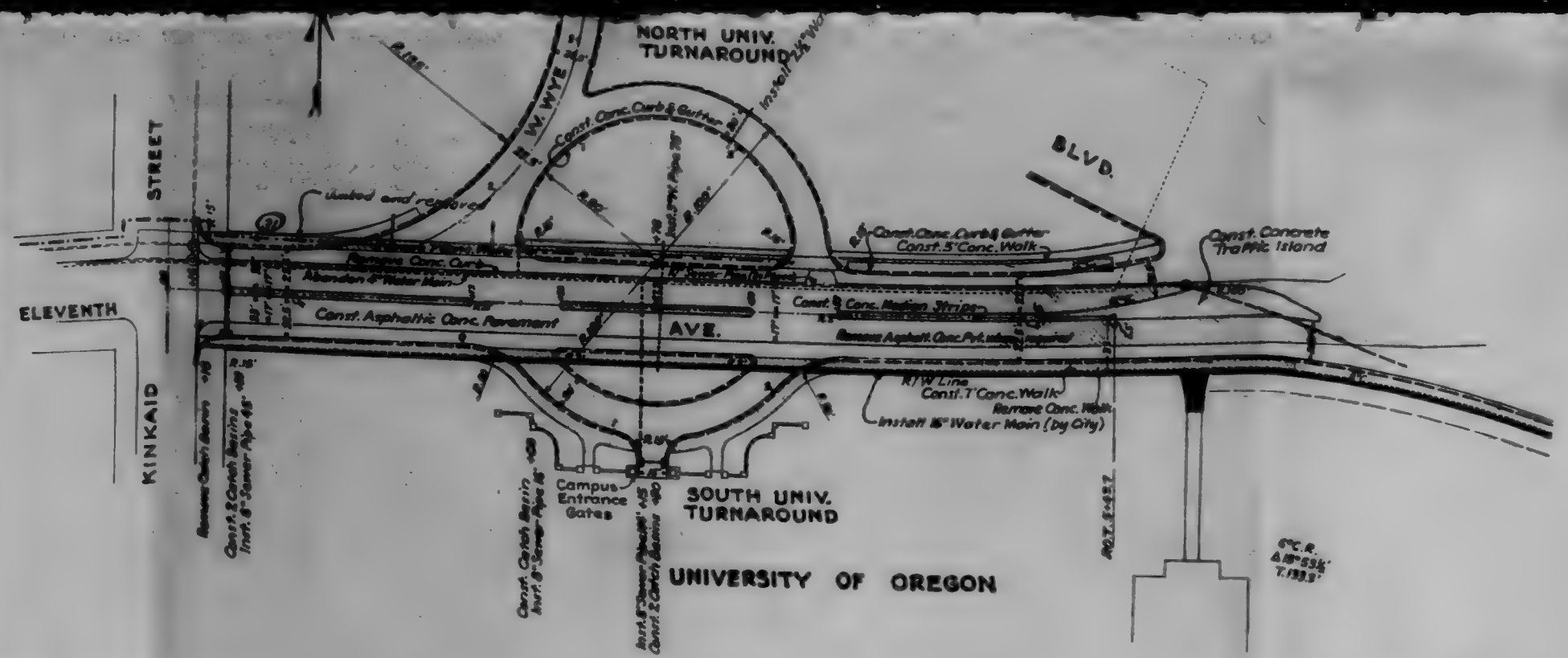
Const. Conc. Surface (Typ.)

HIGH ST.- WALNUT ST. SECTION EUGENE			SHEET No. 7
PACIFIC HIGHWAY		LANE COUNTY	
FED ROAD DIV. No.	STATE	PROJECT No.	FISCAL YEAR
8	OREGON	U1-161(1)	

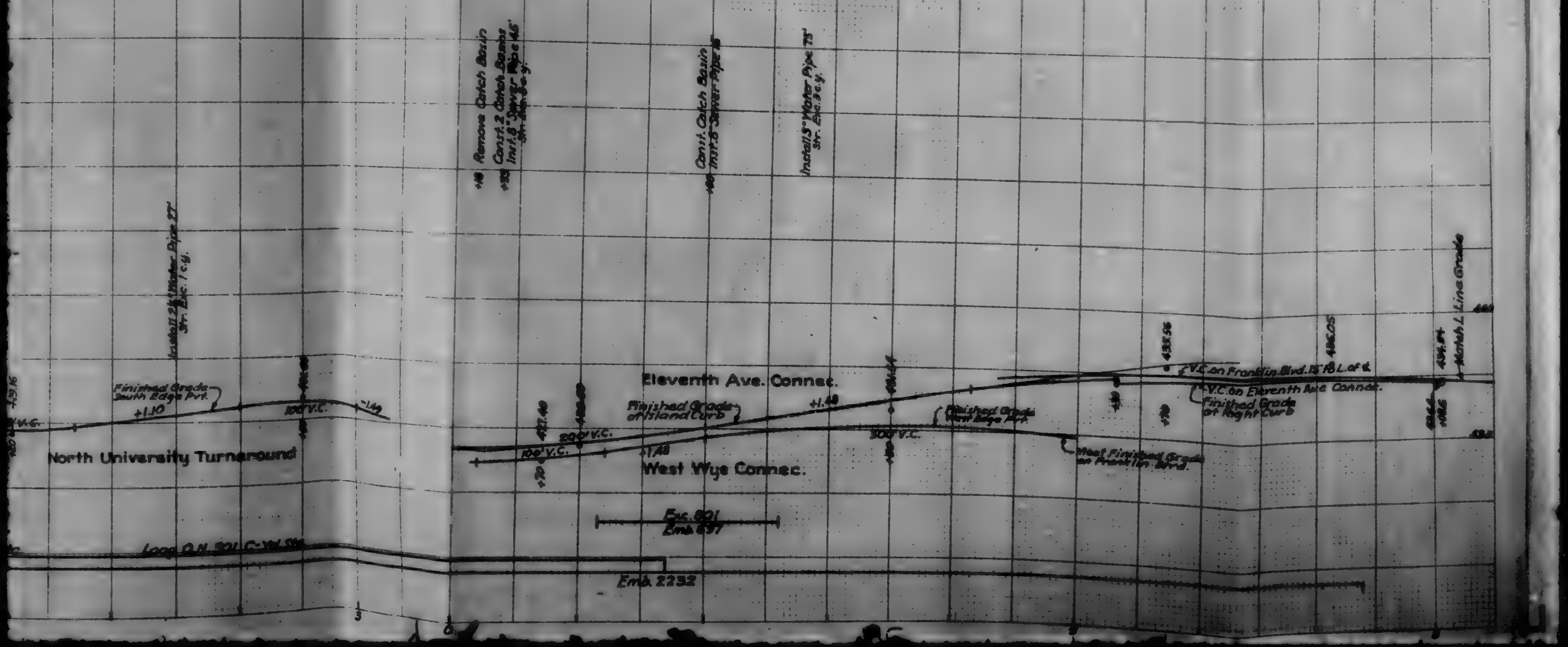
T. 17 S. R. 3 W. W. M.
EUGENE

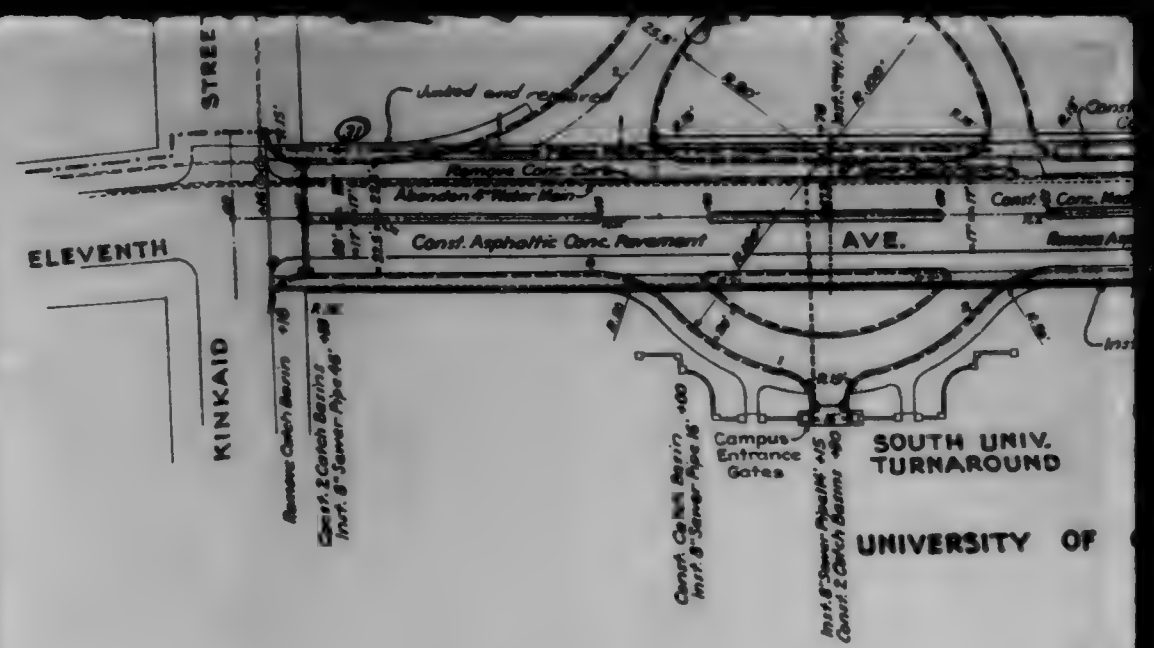


Scale: 1" = 5' Ver. 50' Hor.



Scale: 1" = 5' Ver. 50' Hor.





Const. II Catch Basins
Inst. 8" Sewer Pipe 114'
Sm. Exc. 30 c.y.

Remove Catch Basin
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 45'
Sm. Exc. 5 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 45'

Install 3" Water Pipe 775'
Sm. Exc. 3 c.y.

Install 2½" Water Pipe 27'
Sm. Exc. 1 c.y.

Finished Grade South Edge Pvt.
+1.72
100' V.C.
+0.27
50' V.C.
+1.89
-1.49
100' V.C.
Finished Grade South Edge Pvt.
+1.30
100' V.C.
-1.42
Finished Grade on Island Curb
+1.40
200' V.C.
100' V.C.
+1.48
300' V.C.

South University Turnaround

North University Turnaround

Eleventh Ave. Connec.

West Wye Connec.

Exc. 601
Emb. 697

Emb. 2232

Short O.H. 15.33% Vel. 5%

Long O.H. 30.1% Vel. 5%

T. 17 S. R. 3 W. W.M.
EUGENE

FRANKLIN

EMERALD STREET

BEECH STREET

AGATE ST.

R/W Line

Existing 8" Sanitary Sewer

Const. Conc. Traffic Island

Existing P.C. Conc. Pavement

Const. Asphaltic Conc. Pavement

Install 10" Sewer Pipe 470'

Const. Conc. Curb and Gutter

Salvage 16" Water Main (by City)

Construct Median Strip

Const. Conc. Walk

Const. Conc. Curb & Gutter

Existing 16" Sanitary Sewer

Install 16" Water Main (by City)

Existing 18" Sanitary Sewer

Remove Pavement

Const. Guard Rail 30'

Const. Manhole Type B +00

Const. Catch Basin Inst. 8" Sewer Pipe 54'

Const. Catch Basin Inst. 8" Sewer Pipe 54' Str. Exc. 10 c.y.

Const. Manhole Type B Const. Catch Basin Inst. 8" Sewer Pipe 54' Str. Exc. 10 c.y.

+30 Adjust Manhole

Remove Conc. Headwall Extend 16" R.P. 30" Pipe 9' Str. Exc. 2 c.y.

Remove Conc. Headwall Extend 16" R.P. 30" Pipe 9' Salvage Inf. 30" Pipe 9' Str. Exc. 2 c.y.

+45 Const. Catch Basin Inst. 8" Sewer Pipe 54' Str. Exc. 7 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 30' Str. Exc. 10 c.y.

Install 2" Water Pipe 57' Str. Exc. 2 c.y.

Install 2" Water Pipe 110' Str. Exc. 4 c.y.

+25 Adjust Manhole on Lt.

Adjust Manhole on Rt. Remove 12" Pipe 80' Str. Exc. 16 c.y.

Const. Catch Basin Inst. 8" Sewer Pipe 18' Adjust 2 Manholes Str. Exc. 6 c.y.

Install 12" Sewer Pipe 670' Str. Exc. 126 c.y.

Install 10" Sewer Pipe 470' Str. Exc. 70 c.y.

Install 12" Sewer Pipe

University of Oregon Research Laboratory

House

15

HIGH ST.- WALNUT ST. SECTION
EUGENE
PACIFIC HIGHWAY — LANE COUNTY

FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	U1-161(1)		8	

T. 17 S. R. 3 W. W.M.
EUGENE

BOULEVARD

STREET

BEECH

AGATE ST.

COLUMBIA ST.

AVE.

THIRTEENTH

Existing 8" Sanitary Sewer

Existing Manhole

Const. Conc. Traffic Island

Existing P.C. Conc. Pavement

Const. Asphaltic Conc. Pavement

Construct Median Strip

Const. Conc. Walk

Install 10" Sewer Pipe 470'

Construct Conc. Walk

Const. Median Strip

Const. Conc. Curb and Gutter

R/W Line

Existing 15" Sanitary Sewer

Install 2" Water Pipe 37'
Sh. Exc. 2 c.y.

Install 2¼" Water Pipe 110'
Sh. Exc. 4 c.y.

Adjust Manhole and Ring
Remove 12" Pipe 20'
Sh. Exc. 1/4 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 10'
Sh. Exc. 1/2 c.y.

Adjust 2 Manholes and Ring
Sh. Exc. 1/4 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 10'
Adjust 2 Manholes
Sh. Exc. 2 c.y.

Remove Culvert Pipe 65'
Const. Manhole Type B
Const. Catch Basin
Inst. 8" Sewer Pipe
Sh. Exc. 16 c.y.

Install 10" Sewer Pipe 470'
Sh. Exc. 70 c.y.

Scale: 1" = 5' Ver.
50' Hor.

KLIN

Water Main—(by City)

Curb & Gutter

Construct Median Strip

Const. Conc. Walk

Const. Asphaltic Conc. Pavement

Existing 16" Sanitary Sewer

Const. Conc. Traffic Island

Existing P.C. Conc. Pavement

Const. Asphaltic Conc. Pavement

Install 10" Sewer Pipe 470'

Const. Conc. Curb and Gutter

BOULEVARD

Construct Conc. Walk

Const. Median Strip

R/W Line

HOUSE

BEECH STREET

Const. Guard Rail 50'

Remove Conc. Headwall & Extend to R. 20' Pipe 5'

Const. Catch Basin Inst. 8" Sewer Pipe 50'

Install 2" Water Pipe 57'

Port. Cem. Conc.

AGATE ST.

Const. Conc. Curb & Pavement (In Place)

Remove Culvert Pipe 65'

Const. Manhole Type B

Const. Catch Basin

Inst. 8" Sewer Pipe 6'

Const. Guard Rail 50'

Remove Pavement (In Place)

8" Storm Sewer (In Place)

COLUMBIA ST.

Port. Cem. Conc. Pvt. (In place)

Const. Conc. Curb

Existing 12" Water Main

THIRTEENTH AVE.

Scale: 1" = 5' Ver. 50' Hor.

Install 24" Water Pipe 110'
Str. Exc. 4 c.y.

Remove Chain Link Fence
Remove Conc. Headwall
Extend 18" R.C.P. 20' Pipe 5'
Str. Exc. 2 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 5'
Str. Exc. 1 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 30'
Str. Exc. 4 c.y.

Install 2" Water Pipe 57'
Str. Exc. 2 c.y.

Adjust Manhole on 8" Sewer Pipe 20'
Str. Exc. 1 c.y.

Const. Catch Basin
Inst. 8" Sewer Pipe 30'
Adjust 2 Manholes
Str. Exc. 2 c.y.

Remove Chain Link Fence 65'
Const. Manhole Type B
Const. Catch Basin
Inst. 8" Sewer Pipe 5'
Str. Exc. 4 c.y.

Install 12" Sewer Pipe 625'
Str. Exc. 125 c.y.

Install 10" Sewer Pipe 470'
Str. Exc. 70 c.y.

Finished Grade 15' to Lt. of ℄

Top of Existing Pvmt. at Str. Edge

Elev. 790

Long O.H. 1617 C-Yd. Sta.

Tel-U Lines

Short O.H. 6902 Yd. Sta.

Long O.H. 446 C-Yd. Sta.

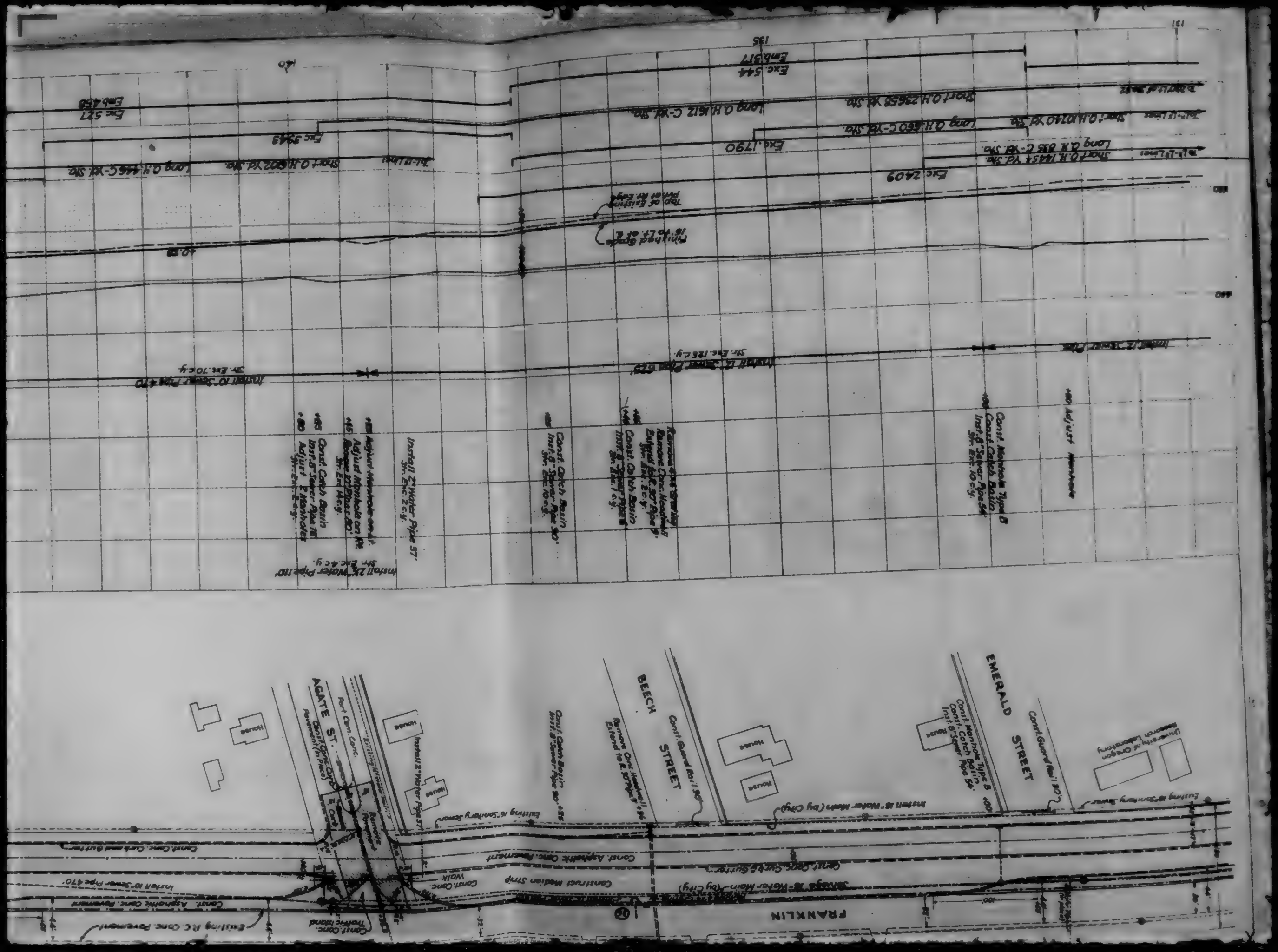
Exc. 1017

Exc. 5943

Exc. 527

Emb. 459

140


AGATE ST.
BEECH STREET
EMERALD STREET
FRANKLIN
Const. Asphaltic Conc. Pavement
Const. Median Strip
Const. Conc. Walk
Const. Conc. Curb and Gutter
Existing R.C. Conc. Pavement
Existing 18" Sanitary Sewer
Existing 8" Sanitary Sewer
Const. Guard Rail 30'
Const. Catch Basin
Const. Manhole Type B
Adjust Manhole
Remove Pavement
Remove Conc. Headwall
Const. Traffic Island
Const. Conc. Curb and Gutter
Install 8" Water Main (by City)
Install 10" Sewer Pipe 470'
Install 12" Water Pipe 110'
Install 2" Water Pipe 37'
Install 12" Sewer Pipe 70' c.y.
Sta. Exc. 185 c.y.
Sta. Exc. 2 c.y.
Sta. Exc. 4 c.y.
Sta. Exc. 7 c.y.
Sta. Exc. 10 c.y.
Sta. Exc. 185 c.y.
Exc. 2409
Exc. 1790
Exc. 544
Emb. 517
Exc. 3243
Exc. 527
Emb. 458
Long O.H. 446 C-Yd. Sta.
Short O.H. 6021 Yd. Sta.
Long O.H. 1612 C-Yd. Sta.
Short O.H. 23658 Yd. Sta.
Long O.H. 550 C-Yd. Sta.
Short O.H. 1740 Yd. Sta.
Long O.H. 888 C-Yd. Sta.
Short O.H. 14454 Yd. Sta.
Existing R.C. Sewer Pipe 62"
Top of Existing Pavement
Existing Ground Line
Proposed Grade
18" to Lt. of ℄
Port. Conc.
Building
House
Garage
University of Oregon Dental Laboratory
Const. Conc. Curb and Gutter
Const. Asphaltic Conc. Pavement
Existing R.C. Conc. Pavement
Const. Conc. Traffic Island
Const. Conc. Walk
Const. Median Strip
Install 18" Water Main (by City)
Install 10" Sewer Pipe 470'
Install 12" Water Pipe 110'
Install 8" Water Main (by City)
Install 2" Water Pipe 37'
Existing 18" Sanitary Sewer
Existing 8" Sanitary Sewer
Const. Guard Rail 30'
Const. Catch Basin Inst. & Sewer Pipe 80'
Remove Conc. Headwall & Extend to R. 30" Pipe
Const. Manhole Type B Const. Catch Basin Inst. & Sewer Pipe 54'
Adjust Manhole
Remove Pavement
Const. Conc. Curb and Gutter
Const. Conc. Traffic Island
Const. Asphaltic Conc. Pavement (In Place)
Const. Conc. Curb and Gutter (In Place)
Const. Asphaltic Conc. Pavement
Const. Conc. Walk
Const. Median Strip
Existing R.C. Conc. Pavement
Existing 18" Sanitary Sewer
Existing 8" Sanitary Sewer
Const. Guard Rail 30'
Const. Manhole Type B

T.17 S. R.3W. W.M.

EUGENE

MOSS ST.

VILLARD ST.

FRANKLIN

THIRTEENTH AVE.

ORCHARD

Serv. Sta.

Lumber

House

Shop

Sign Shop

Install 4" Water Pipe 40'

Wreckers

Auto

Top Water Main and Install 3" Water Pipe 10'

Install 2½" Water Main 80'

Service Station

Cafe

Logging Equipment

Machine Shop

Broom Factory

Laundry

Install 8" Water Main 75'

Const. Catch Basin

House

R/W Line

Existing Sanitary Sewer

Existing Portland Cement Conc. Pavement

Const. Conc. Walk

Const. Conc. Curb and Gutter

Const. Asphaltic Conc. Pavement

Construct Median Strip

Existing 10" Sanitary Sewer

Const. Conc. Traffic Island

Existing 12" Storm Sewer

Construct 30' Conc. Driveway

Existing Conc. Walks

Adjust 2 Manholes

Remove & Install Water Valve

Shed

Moss Street Connec.

Remove Catch Basin

Const. Catch Basin

Const. 2 Catch Basins

Inst. 8" Sewer Pipe 131'

Inst. 8" Sewer Pipe 131' Str. Exc. 26 c.y.

Install 4" Water Pipe 40' Str. Exc. 2 c.y.

Adjust 2 Manholes

Remove Manhole

Replace with Valve Box

Const. 2 Catch Basins

Inst. 12" Sewer Pipe 61' Str. Exc. 36 c.y.

Top Water Main and Install 3" Water Pipe 10' Str. Exc. 1 c.y.

Install 2½" Water Main 80' Str. Exc. 3 c.y.

Adjust Manhole

Const. Catch Basin

Inst. 8" Sewer Pipe 55'

Inst. 2" Water Pipe 75'

Finished Grade 18' to L.A. of ℄

Top of Building Ext. at Alt. Grade

T.17 S. R.3 W. W.M.
EUGENE

HIGH ST.- WALNUT ST. SECTION EUGENE			SHEET NO.
PACIFIC HIGHWAY		LANE COUNTY	9
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FED. AID SYM.
8	OREGON	UI-161(11)	

Auto Wreckers

Tap Water Main and Install 3"Water Pipe 10'

Serv. Sta.

Install 2½" Water Main 20'

VILLARD ST.

Service Station

Cafe

Logging Equipment

Machine Shop

Broom Factory

Install 2" Water Main 75'

+20 Remove 3-8" Pipes 40' each

Laundry

Const. Catch Basin +40 Inst. 8"Sewer Pipe 5' Inst. 2" Water Pipe 75'

House

Const. Catch Basin on R. +05 Inst. 8" Sewer Pipe 106'

Shop

House

Serv. Station

WALNUT ST.

END OF PROJECT

Sanitary Sewer

Portland Cement Conc. Pavement

Curb and Gutter

FRANKLIN BOULEVARD

100'

Const. Asphaltic Conc. Pavement

Construct Median Strips

Const. Asphaltic Conc. Pavement

C destroyed and partially removed

R/W Line

Existing 12" Storm Sewer

Construct 30' Conc. Driveway

Existing Sanitary Sewer

R/W Line

House

Adjust 2 Manholes Remove Manhole Inst. Water Valve Box

5°30' C.R. Δ 15°31' T. 141.9'

Building Setback Line

VILLARD ST.

Construct 30' Conc. Driveway

Construct 2 Catch Basins Install 8" Sewer Pipe 63'

P.C. L. Δ 2°30' T. 125.4'

1° C.R. Δ 2°30' T. 125.4'

R.R.C. 96.7

Adjust Manhole

ORCHARD

House

Barn

House

House

WALNUT ST.

Scale: 1" = 5' Ver. 50' Hor.

Tap Water Main and Install 3" Water Pipe 10' Sm. Exc. 1 c.y.

Install 2½" Water Main 80' Sm. Exc. 3 c.y.

Adjust 2 Manholes Remove Manhole Replace with Valve Box

Const. 2 Catch Basins Inst. 12" Sewer Pipe 63' Sm. Exc. 26 c.y.

Adjust Manhole

Const. Catch Basin Inst. 8" Sewer Pipe 55' Sm. Exc. 9 c.y. Inst. 2" Water Pipe 75' Sm. Exc. 14 c.y.

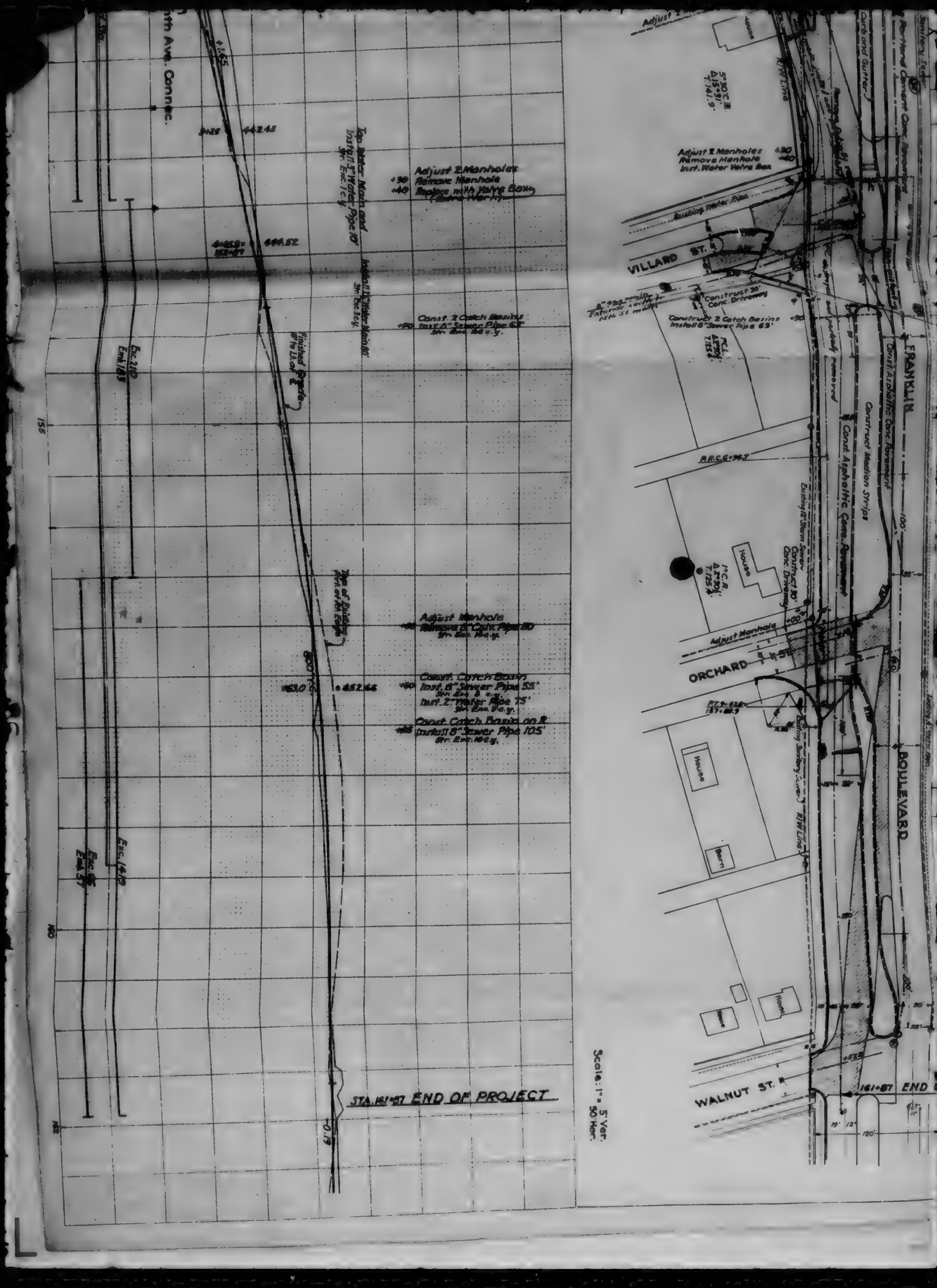
Const. Catch Basin on R. Install 8" Sewer Pipe 105' Sm. Exc. 16 c.y.

Top of Bridge Port. of Mt. Eagle

Finished Grade 18' to Ct. of R

STA. 18+97 END OF PROJECT

0.19


Adjust 2 Manholes
Remove Manhole
Inst. Water Valve Box
Rubbing Water Pipe
VILLARD ST.
Construct 30' Conc. Driveway
Construct 2 Catch Basins
Install 8" Sewer Pipe 63'
Const. Asphaltic Conc. Pavement
Construct Median Strips
FRANKLIN
Existing Storm Sewer
Construct 30' Conc. Driveway
Adjust Manholes
ORCHARD
BOULEVARD
WALNUT ST.
House
Barn
Top Water Main and Install 8" Water Pipe 10' Str. Exc. c.y.
Adjust 2 Manholes
Remove Manhole
Replace with Valve Box
Const. 2 Catch Basins
Install 12"x8" Sewer Pipe 67'
Str. Exc. 24 c.y.
Finished Grade
Adjust Manhole
Remove 8" Cast Pipe 80'
Str. Exc. 16 c.y.
Const. Catch Basin
Inst. 8" Sewer Pipe 55'
Str. Exc. 9 c.y.
Inst. 2" Water Pipe 75'
Str. Exc. 9 c.y.
Const. Catch Basin on R
Install 8" Sewer Pipe 105'
Str. Exc. 16 c.y.
Exc. 210 Emb. 183
Exc. 142
Exc. 85 Emb. 57
STA. 161+87 END OF PROJECT
Scale: 1" = 5' Ver. 50' Hor.

Moss Street Connec.

Thirteenth Ave. Connec.

Exc. 210
Emb. 183

Exc. 428

Exc. 470
Emb. 409

Long O.H. Util. Cable Str.

Proj. O.H. Util. Cable Str.

To 200' Lt. of Sta. 92

Top of Existing Pipe or Rock Exc.

Finished Grade 18" to L.A. of ℄

Top Water Main and Install 8" Water Pipe @ Sta. Exc. 1 C.Y.

Install 12" Water Main @ Sta. Exc. 3 C.Y.

Adjust Manhole Remove Catch Basin Sta. Exc. 25 C.Y.

Const. 2 Catch Basins Inst. 8" Sewer Pipe 65'

Adjust Manholes Remove Manhole Reset with Iron Cover

Adjust 2 Manholes

Remove Catch Basin Const. Catch Basin Const. 2 Catch Basins Inst. 8" Sewer Pipe 130' Sta. Exc. 45 C.Y.

Install 12" Water Pipe 40' Sta. Exc. 2 C.Y.

Adjust Manholes

Const. 2 Catch Basins Inst. 8" Sewer Pipe 55' Sta. Exc. 25 C.Y.

Const. Catch Basin Inst. 8" Sewer Pipe 105' Sta. Exc. 25 C.Y.

Adjust Manhole Remove Catch Basin Sta. Exc. 20 C.Y.

Const. Catch Basin Inst. 8" Sewer Pipe 55' Inst. 2" Water Pipe 55' Sta. Exc. 25 C.Y.

Const. Catch Basin Inst. 8" Sewer Pipe 105' Sta. Exc. 25 C.Y.

Existing Portland Cement Conc. Pavement

Existing Sanitary Sewer

Const. Asphaltic Conc. Pavement

Const. Median Strips

Const. Asphaltic Conc. Pavement

Existing 12" Storm Sewer

Existing Sanitary Sewer

Const. Conc. Curb and Gutter

Const. Conc. Curb and Gutter

Const. Conc. Traffic Island

Existing 10" Sanitary Sewer

Const. 2 Catch Basins Inst. 8" Sewer Pipe 63'

Construct 30' Conc. Driveway

Adjust 2 Manholes Remove Manhole Inst. Meter Vault Base

Adjust 2 Manholes

Remove Catch Basins

Const. 2 Catch Basins Inst. 8" Sewer Pipe 131'

Existing Conc. Walks

Existing Storm Sewer

Existing Sanitary Sewer

Construct 30' Conc. Driveway

Adjust Manhole

Remove Catch Basin

Existing Water Main

Existing Water Main

Existing Portland Cement Conc. Pavement

Existing Sanitary Sewer

Existing 4" Water Main

Existing Gas Main

Existing Gas Main

Existing Gas

RECEIVED
FOR FILING

W1-161(13)

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

3033 (Contract No.) | 15-final (Est. No.) | Dal E Beebe Construction Co. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
1950	368689	12,789.03	2/16/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: FEB 20 1950

NOTED ON CARD
2-20-50, gc

OREGON STATE HIGHWAY COMMISSION

Feb. 17, 1950
(Date)

1033 (Contract No.)	15-final (Est. No.)	Dal R Beebe Construction Co. (Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
1950	368689	12,789.03	2/16/50

Date:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Sep. 30, 1949

ACCOUNTING DIVISION

Completed: Aug. 19, 1949

Contract Accepted: Sep. 21, 1949

10 Time Extensions: None needed

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 2-17-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
FOR FILING

UI-161(12)
3033

February 1, 1950

Oregon State Highway Commission

Gentlemen:

At the last meeting you considered briefly a claim of the Northwest Cities Gas Company of Eugene for reimbursement for relocation of gas pipes on the High Street-Walnut Street Section of the Pacific Highway in Eugene. You deferred a decision on this matter pending a further investigation to determine whether or not the pipe lines that required moving were installed in conformance with city ordinance. The city ordinance governing the depth of gas lines was passed in July, 1914, and it is the opinion of the Legal Department that gas lines installed prior to 1914 would not be covered by this ordinance.

The major part of the claim was for gas mains at depths less than specified by city ordinance, and we have made a very extensive investigation as to when these pipes were installed. The Gas Company has no definite record of the dates of installation, but we have been able to determine from certain residents and an old time employee of the Gas Company who has been with the Company since 1909, that most of the pipe lines were laid in 1910 and 1911. We have further determined from city records that a contract for paving Broadway Street was let by the City of Eugene in July of 1914 and that the Gas Company went ahead of the street improvement and placed its stub lines to all lots and properties so as to eliminate further cutting of the pavement.

From the above facts it is quite apparent that the gas lines were in place prior to enactment of the city ordinance in 1914, which ordinance specified a minimum depth of 30 inches for any pipe lines. Therefore, if the pipe lines placed prior to ordinance are considered exempt from the ordinance provisions, then the State, according to the legal opinion, would be obligated to pay the entire cost of $5,919.14, with the exception of one item. In the billing submitted by the Gas Company, which included 41 items, Item No. 31 called for the moving of a gas line on Eleventh Street between Kincaid Street and the highway. This is the area at the circle, in which all houses were moved, and there is no reason for installation

of gas mains, as there are no houses to be served. The Gas Company claims the contractor's equipment destroyed the pipe line, but we can find no evidence of this whatsoever and can find no reason for any work on the pipe line at this point. Therefore, we recommend rejection of this one item, which is in the amount of $137.90.

Summing up the above, the amount due the Gas Company would then be $5,919.14, less $137.90, or a net total of $5,781.24.

It is recommended that this amount be paid to the Gas Company, chargeable to the construction project.

This matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. W. C. Williams
Mr. H. C. Smith
Mr. J. M. Devers
Mr. M. H. Hawks

WCW:ms:bl

RECEIVED
JAN 27 1950
FOR FILING

W1-16/(12)
3033

January 26, 1950

United Pacific Insurance Company
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 3033 for work on the Eugene (High St.--Walnut St.) Section of the Pacific Highway, in Lane County, has been completed by the contractor, Dal R. Boobe, assigned to United Pacific Ins. Co., and that final payment in the amount of $12,769.03 will be made on or after February 4, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $419,622.20 of which amount $2,491.85 represents force account items. This contract was completed on August 19, 1949 and accepted by the Commission on September 21, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
L-25-50gR

United Pacific Insurance Co.
Durham & Bates
901 S.W. Washington St.
Portland 5, Oregon

RECEIVED
DEC 18 1940
FOR FILING

December 14, 1940

Oregon State Highway Commission

Gentlemen:

On November 23, 1940 Mr. Bevers addressed to you a letter having reference to a controversy between the State Highway Department and the Northwest Cities Gas Company for reimbursement for moving gas facilities in connection with the High Street-Walnut Street project in Eugene. At the time Mr. Bevers' letter was written, I was unaware that the matter was being presented to you, as we had not completed our investigation.

Immediately after award of a contract for the highway improvement, Division Engineer Lytle and Resident Engineer Umphlett called at the office of the Northwest Cities Gas Company in Eugene and requested them to make such revisions as were necessary in their gas line facilities. This is the usual custom in the case of all utilities occupying public streets that must be moved or revised to permit public improvements. The Gas Company objected to moving its facilities unless assured that reimbursement would be made. Mr. Lytle had no authority to assure the Company that such reimbursement would be made, inasmuch as the franchise of the Gas Company was rather loosely drawn and legal interpretation would be required to determine whether or not the State should pay any or all of the costs. Incidentally, neither the Gas Company nor the City had any records of the location of the gas lines, and the contractor broke some of them as a result.

The Gas Company finally finished the removal for all of its facilities necessary to permit construction of the highway and subsequently submitted a bill in the amount of $5,929.14.

For two or three months the Engineering Department attempted to work out some settlement with the Gas Company, it being the thought of Department engineers that many of the gas lines were not at a sufficient depth below street grade specified by city ordinance. This is true, and many of the pipes were not at the specified depth, but it is now alleged by the Gas Company that all of the pipes not at specified grade were laid in 1911 and 1912, and a city ordinance specifying a depth of 30" was not enacted until 1914, hence they state the city ordinance has no bearing on the pipes installed before the date of the ordinance.

Therefore, as the matter now stands, if the Company can show that the pipes that were not at specified grade were installed before the ordinance was passed, then I believe it is Mr. Bowes' opinion that the State is obligated to pay the moving costs. I suggest that no action can be taken on this matter until the Engineer and the Chief Counsel have had an opportunity to take the matter up further with the Gas Company, secure such pertinent data and evidence as is necessary and present the matter to you at the February meeting.

From this date on we will place in contracts with the cities the obligation for the cities to require the readjustment of services as a condition precedent to the State's part of the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
DEC 8 1 1949
FOR FILING

UJ 161(12)

3032

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to the claim of the Northwest Cities Gas Company for reimbursement for moving gas facilities in connection with the High Street-Walnut Street Section in Eugene.

I think Mr. Enfield, not being entirely familiar with the personnel and methods of the Construction Department, has based his opinion on certain statements of the Gas Company officials respecting advice received from the Department's engineers, which statements are phrases picked out of lengthy conversations and have no bearing on the case, since Mr. Lytle, in order to guard against any misunderstanding, advised them by letter, dated July 14, 1948, that we would be unable to pay for the cost of rearranging their facilities. Having been associated with Mr. Lytle and Mr. Umphlette for many years, I can depend upon their assurance that they were very careful to say nothing which would imply that the Highway Commission would reimburse the Gas Company, and any statement the Gas Company officials make should be regarded merely as propaganda to strengthen their case. Officials of all utility companies know that neither they nor any member of the Highway Department can bind their principals in a financial obligation.

I feel that I was following the past advice of the Legal Department and past policy of the Department when I advised Mr. Lytle that it was not the policy of the Commission to reimburse utility companies for changes in their facilities where no benefit accrued to the Department. In certain instances where mains were wornout and liable to cause bother by continual repair, we have cooperated by paying the labor bill for installing new mains, but this did not apply to the Gas Company case.

I think the only merit to Mr. Enfield's report is his thought that the City of Eugene virtually guaranteed to reimburse the Gas Company for any changes when they charged a franchise tax of one-half of one percent and did not include in the franchise a paragraph respecting grade changes. I think that this doctrine would result in our eventually paying for the movement of all utilities within cities, since even the Telephone Company pays a franchise in most cities. At the present time the Right of

Way and Legal departments are insisting that the Telephone Company move from the alley where our new office building is to be constructed without reimbursement, and the Board of Control also required the movement of poles from the adjacent office building site without reimbursement. If an investigation were made, I think you would find the Telephone Company is paying the City of Salem a franchise tax.

I personally feel that all utility companies except the Telephone Company are becoming very uncooperative in the adjustment of their facilities. They have learned that by delaying work until the contractor is actually on the ground we will make concessions to them in order to avoid delays to the contract. I think there was a good deal of that spirit in this case, and they displayed little cooperation in assisting the contractor. They had no maps showing the locations of the house connections, and naturally the contractor destroyed these connections when he encountered them in unexpected places. Grading work is carried on with such heavy equipment that a contractor cannot feel around in the dark with it in an endeavor to locate a small gas connection.

The Eugene Water Board started discussing the adjustment of their mains two years before the award of the contract, and finally agreed to install a new main outside the limits of much of the project if the Commission would cooperate to an amount equal to the labor cost of lowering one of the mains in place. If the Gas Company is reimbursed in the entire amount, I think the Eugene Water Board will feel they have been discriminated against, and that considerable thought should be given to it before such a radical change in the Highway policy is adopted, as I feel it will result in the payment to all utility companies for changes in their facilities.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
NOV 29 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 28, 1949

Mr. T. H. Banfield, Chairman
State Highway Commission
P. O. Box 490
Portland 7, Oregon

Mr. Ben R. Chandler, Member
State Highway Commission
101 N. Broadway
Coos Bay, Oregon

Mr. Chas. H. Reynolds, Member
State Highway Commission
P. O. Box 896
LaGrande, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Some days ago I wrote you at some length concerning a claim made by the Northwest Gas Company for reimbursement for expense which the Company claims it was caused by reason of Highway Department action. At the time I wrote the letter I was under the impression that the subject had been disposed of by the Engineer and it was placed on my desk for advise with respect to action which the Commission should take.

Since then I have been informed that Mr. Smith, Mr. Williams, and Mr. Baldock have not had opportunity to inquire into this matter and, therefore, have not expressed an opinion one way or another. Since that seems to be the situation, I request that you postpone decision with respect to the claim until these men have had opportunity to report to you, either jointly or severally, and make known their respective recommendations concerning the claim.

Very truly yours,

J. M. DEVERS

JMD:HH

CC - R. H. Baldock
W. C. Williams
H. G. Smith

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

Baldock

November 23, 1949

Mr. T. H. Banfield, Chairman
State Highway Commission
P. O. Box 450
Portland 7, Oregon

Mr. Ben R. Chandler, Member
State Highway Commission
101 N. Broadway
Coos Bay, Oregon

Mr. Chas. H. Reynolds, Member
State Highway Commission
P. O. Box 998
LaGrande, Oregon

Gentlemen:

There will be on the agenda for discussion and action by the Commission at its next meeting a claim lodged against the Commission by the Northwest Cities Gas Company for reimbursement for moving gas facilities in connection with the High Street-Walnut Street project in Eugene.

Briefly the facts with respect to this claim are these:

(a) The City of Eugene quite some time ago gave to the Gas Company permission to install its gas mains and facilities on certain streets in Eugene.

(b) The ordinance by which the permission was established did not require the permittee to move at its expense and reinstall elsewhere its facilities when such action became necessary in connection with street improvement.

(c) The State awarded to Beebe a contract for the widening of the High Street-Walnut Street Section of the Pacific Highway in the City of Eugene, and in connection with the performance of that contract it was discovered that the Gas Company's facilities were in the way.

(d) Some negotiations were carried on between the engineers and the Gas Company which have resulted in some confusion and misunderstanding.

(e) The State's contractor, pursuant to his usual ruthless manner,

destroyed or broke some of the Company's mains, resulting in leaks and the escape of gas. The Company did not know of these leaks until it was discovered that an unusual amount of gas was passing through the Company's major meter, and investigation then disclosed the break in the Company's mains.

(f) As a result of repeated conferences between the engineers and the Company, the facilities were ultimately moved and reinstalled elsewhere, and the Company now seeks reimbursement for the cost incurred, which amounts to $5,919.14.

Mr. Enfield of this office has made quite a thorough investigation of this claim and has had repeated conferences with representatives of the Gas Company, and as a result of his study and conferences he has made a report to me, which is rather lengthy, but which is very informative. For such purpose as it may serve I enclose a copy of that report.

I am of the opinion that under all the circumstances the State is obligated to reimburse the Gas Company for its expenditure.

I urgently recommend and suggest that in the future when street improvement is to be carried on by the Commission which necessitates subsurface excavation or work that prior to the awarding of the contract or the preparation of the plans, the municipal authorities be consulted so that full knowledge may be obtained with respect to the location of any facilities, whether they be gas, electric, water, or what, and that we ascertain the conditions pursuant to which the facilities have been installed in harmony with ordinances given by the City. If those ordinances do not require the utility-permittee to move and reinstall its facilities at its expense, then I recommend that the matter of who should bear the expense, whether City or State, be determined before a contract is let, and thus avoid asking the Commission to consider a claim of this kind and character after the work has been done.

I find that many of the cities do not protect themselves when permits are issued, but leave entirely blank any question of the cost incident to the removal of facilities in order to permit street repair or improvement.

Very truly yours,

J. H. DEVERS

JHD:HH
Enc.

cc - R. H. Baldock

RECEIVED
NOV 17 1949
FOR FILING

Fil

UI-161(13)
3033

1516 W

November 16, 1949

Del R. Beebe Construction Company
P. O. Box 138
Eugene, Oregon

Attention: Mr. L. E. Jeffs
Office Manager

Gentlemen:

In reply to your letter of November 8, in which you make request for payment in the amount of $950.00, covering excavation and backfill on a trench for the Gas Company pipe line, you are advised that we are not in a position to make direct payment to you for this work.

The Gas Company has a bill against the Highway Commission for certain work in Eugene, and the item of $950.00 due you is covered in their claim. As you performed the work upon instructions of the Gas Company, I believe it proper that you make your collection for the work performed direct from the Gas Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. C. Smith

FORM E-90 18M 12-48 27069

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 14, 1949
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

The Northwest Cities Gas Company have billed us in the amount of $5,919.14 for work in connection with lowering their gas mains and house connection along the High St.-Walnut St.- Project in Eugene. Included in the bill is an item of $350 for structural excavation performed by Del R. Beebe.

We have made an offer to settle part of the Northwest Cities bill, and I presume this will include the Del R. Beebe charge.

Therefore, it seems to me that the gas company admit responsibility for ordering the work done and that Beebe should look to them for payment.

He probably will get the money in any event but at least it will discourage him expecting the Highway Department to assume responsibility for work done with proper orders.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:es

ASSIGNMENT No. 1518

DESCRIPTION: L. E. Jeffs' l[illegible] of 11-8-49 re Contract 30[illegible] High Street-Walnut Street Section of Pacific Highway, making formal claim for payment for structural excavation & backfill ($350)

DATE: 11-9-49 ASSIGNED TO: H. G. Smith ✓

- ☒ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 11-15-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEL R. BEEBE
CONSTRUCTION COMPANY
GENERAL CONTRACTOR

P. O. Box 138
Eugene, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

November 8, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In connection with our Contract #5033 covering construction of High Street-Walnut Street Section of Pacific Highway, we performed 116.7 cu yds of structural excavation and backfill from station L-2, 121 to 127 / 45 for 4" pipe, 645 ft long and 1'6" wide.

At the time subject work was performed, it was understood that we were to receive payment for subject work either from the Oregon State Highway Commission or the Northwest Cities Gas Company. We have had considerable correspondence with the Northwest Cities Gas Company and Mr. Lytle, Division Engineer at Roseburg.

We have been advised by Mr. Lytle that there is a possibility that this item will be allowed to the Northwest Cities Gas Company in a claim that they now have pending with the Oregon State Highway Commission.

We hereby make formal claim for subject payment in the amount of $350.00 covering subject structural excavation and backfill.

Very truly yours,

DEL R. BEEBE CONSTRUCTION COMPANY

L. E. Jeffs

L. E. Jeffs
Office Manager

lej/mg

RECEIVED
NOV
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV -1 1949
FOR FILING

LL-161(13)
3033

October 31, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Del R.Beebe Construction Co., assigned to United Pacific Insurance Co., on contract No.3033, covering grading and paving on the Eugene (High St.-Walnut St.) Section of the Pacific Highway in Lane County. This payment, in the amount of $15,647.32, will be made on or after November 10, 1949. The retained percentage is $12,582.47.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
900 S. W. Washington
Portland 5, Oregon

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-3-49, gl

Form B-1—826—1-49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 8, 19 49

Section EUGENE (High St.-Walnut St.) Kind of work Grading and Paving

Highway Pacific Section prefix 20-1053

Contractor Del R. Beebe Construction Co. Contract number 5035

Date of contract July 1, 19 48 Date of completion Sept. 30, 19 49

Date work started July 7, 19 48 Estimated date of completion ——, 19

Amount of contract . . . . . $ 378,025.25 Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 440,155.22

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 40,425.50, 9 % Date project was completed August 19, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed October 7th and being shipped to the Division Office at Roseburg.

NOTED H. G. SMITH

NOTED H. W. LIBBY

Signed E. E. Engblom

Address Old P.O. Building, Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.51				1.51
Miles partially completed					
Miles completed	1.51				1.51
Total estimated quantities	49,000 C.Y.				18,000 T.
Estimated quantities moved or placed to date	51,560 " "				19,562 T.
Average daily quantities	(Job Completed)				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 11 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 23 1949
FOR FILING

UI-161 (03)
3033

Salem, Oregon
September 22, 1949

Contract No. 3033
Eugene (High St.-Walnut St.)

Mr. H. G. Smith

I have already got approval of the Highway Commission for overrunning this job a considerable amount. Why are we adding $2,640 additional landscaping on it? It should have been done by a separate contract.

R. H. Baldock

RHB:bd

RECEIVED
AUG 22 1949
FOR FILING

41-161 (13)

August 22, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 13, 1949 on Contract No. 2021, Eugene (High St.-Walnut St.) Section, in connection with Federal Aid Project No. UI-161 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Asst. State Highway Engineer

cc: John Cottrell

HCWvmd

RECEIVED
AUG 5 1949
FOR FILING

Ut-161

3033

Salem, Oregon
August 4, 1949

Mr. E. E. Umphlette
Resident Highway Engineer
Old Post Office Building
Eugene, Oregon

Dear Sir:

At the meeting on August 1, 1949, the State Highway Commission granted an additional authorization of $46,692.00 on the Eugene (High St.-Walnut St.) Section, Contract No. 3033.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

R. H. Probert
Office Engineer

RHP/ge

cc to K. D. Lytle

RECEIVED
JUL 25 1949
FOR FILING

U.I-161 (13)

3033

July 25, 1949

Oregon State Highway Commission

Gentlemen:

It is apparent that an additional project authorization will be required on the High Street-Willamette Street section of the Pacific Highway in Eugene, Contract No. 3033. The original project authorization was $145,307.77. A project authorization increase to $158,000 will be required to satisfactorily complete the project and at the same time perform certain work for the University of Oregon which was agreed to in an agreement executed in 1948.

The increased cost of the contract work is approximately $10,000, which is approximately a 7.4 per cent overrun, this resulting principally from overruns in crushed rock surfacing materials, asphaltic concrete, bituminous priming, and the necessity of constructing a complete retaining wall to protect the University of Oregon's fuel unloading dock.

Crushed rock surfacing materials were placed on most of the project in the fall of 1948, and it was necessary to carry traffic over a portion of this surfacing for some time. Due to the severity of the winter, the surfacing materials became fouled to some extent with the underlying clay, and it was necessary, therefore, to add additional surfacing materials to secure adequate stability. Surfacing materials overruns approximately $11,000.

On the Broadway Street section and a portion of the Franklin Boulevard section as far as the University, traffic during the entire winter was carried on the base course of the asphaltic concrete surfacing. Due to the extremely heavy traffic, considerable deformation occurred to the base, and it was necessary to use additional asphaltic concrete materials to bring the base to suitable condition to receive the top course. The overrun in asphaltic concrete surfacing was approximately $11,000.

There are very extensive areas to be topsoiled for landscaping throughout the project. Apparently a sufficient shrinkage factor had not

been allowed in the preliminary plans, and, while only the specified minimum depth of topsoil was placed, there was an overrun in this item of $6,000.

The final unloading hopper of the University of Oregon was situated very near the top of a cut bank adjacent to the University heating plant. The cut bank showed signs of displacement, which endangered trucks unloading into the final hopper. To correct this condition, it was necessary to construct a concrete retaining wall along the cut bank adjacent to the hopper, and this cost approximately $6,000, which had not been anticipated in the plans.

The above items total $24,000, which is slightly in excess of the overrun, but other miscellaneous items overrun or underrun to a minor extent, so that the net overrun of contract items is $23,000.

An agreement entered into between the State Highway Commission and the University of Oregon in 1941 provided that the State should, at its cost, construct a railroad spur for the use of the University, and construct an oil service line from the spur track to the University power plant. The University has now called upon the State to construct these two facilities. The estimated cost of the railroad spur is $5,000, and the estimated cost of oil service line is $7,500, or a total of $14,000.

Authority is requested to increase the project authorization on Contract No. 5033 in the amount of $46,698.00, as explained above. Additional budget authorization will not be required, as underruns on other projects will more than offset this overrun. This matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:HHB:er

cc: W. C. Williams
S. H. Probert
H. G. Smith
M. W. Hawkes

RECEIVED
FOR FILING
20/1053
UI-161 (13)
3033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
July 21, 1949

RECEIVED
JUL 22 1949
OREGON
STATE HIGHWAY COMMISSION

SUBJECT: Major Items of Over-run
Project 20-1055

To: Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

In response to your request of July 20th, please be advised that the following are descriptions of four major items of over-run occuring on Eugene (High St.- Walnut St.) Project, Contract No. 3033:

EXCAVATING AND PLACING TOPSOIL

On the typical section of the project it is shown that top-soil backfill is to be placed in a loose thickness of 9 inches. In the process of construction, in the median strips, hubs were set by the transit party allowing for proper crown in the sub-grade, and the contractor used a power grader in finishing to our stakes.

The topsoil material was furnished by a commercial plant (Eugene Sand and Gravel Co.) and the source of supply was along the north bank of the Willamette River and approximately 1 3/4 miles West of the Ferry St. Bridge. The material was composed mostly of river silt and contained enough moisture to be in a very loose condition when un-loaded from the trucks. There was no change in plans and specifications in the placing of the topsoil and the only accounting for the over-run is the excessive shrinkage in placing the material.

CONCRETE CURB AND GUTTER AND CONSTRUCTION OF CONCRETE RETAINING WALL

In respect to the over-run of concrete curb and gutter, the only change in this item is that we were authorized to allow the contractor to use 7-inch steel forms for the islands, wherein 6-inch curbs were specified. This change increased the yardage on the project by approximately 25 Cu. Yds. The rest of the overrun, 100 Cu. Yds., cannot be accounted for. It would appear there is a shortage in the bid item of the contract.

The construction of the concrete retaining wall at the University of Oregon heating plant was decided, and the wall built after the contractor started his operations. The construction of the wall is covered by Price Agreements Nos. 4 and 9 to an estimated amount of $5,929.00. The work is

being handled by the Bridge Department, and final figures are not at hand.

3"-0" MATERIAL IN BASE

In constructing the base course, part of the work was done during the winter and in the rainy season. The construction of the utility tunnel opposite the University of Oregon heating plant and the City of Eugene 4' x 6'6" canoe tunnel were completed after the rainy season set in. Traffic was detoured over Franklin Blvd. at the utility tunnel until the tunnel had been poured north to the edge of the existing pavement. Heavy fall rains came before this first section of the tunnel had cured sufficiently to backfill. It was necessary to backfill this section and to turn traffic over it in order to eliminate a hazardous traffic bottleneck and to complete the work. All available earth materials were wet and completely unstable. The price, in place, of the rock base material was approximately equal to, or slightly less than, excavation and haul on a suitable selected borrow material. We were authorized to backfill the tunnel and bring the section of roadbed between Stations 125 and 128 to grade with base rock. The same situation outlined above prevailed at the canoe tunnel constructed for the City at the millrace crossing, Station 115, and base rock materials were used to backfill that section of the grade. Earlier in the fall it had been necessary to construct two approaches to Onyx St. and one to Emerald St. for the University, in addition to highway connections at both streets. The utility tunnel backfill, canoe tunnel backfill, grade backfill, street connections, and approaches required the use of approximately 2100 C. Y. of material in excess of normal requirements. Extra material was necessarily used on left turn lanes where the grade had softened because of no outlet for water between the old pavement and the new curb and gutter. At the intersection of Franklin Blvd. and 13th St. the contractor struck a water main with his equipment. A large area of subgrade was softened up, which eventually had to be removed below grade and backfilled with base material. A slow leak in a 16-inch water main softened an area of 200 ft. length at the connection of Kincaid St. with Eleventh Ave., and additional base material was required there.

CLASS "B" ASPHALTIC CONCRETE

To relieve the hazard to traffic over the project, we were authorized, when weather permitted, to lay three inches of asphaltic concrete base course. The paving work carried over into December, 1948. After completion of the base course came the freezing weather. The weather, combined with heavy traffic over the base course, created unstable spots. These spots were removed ahead of the top course paving and approximately 450 tons of Asphaltic Concrete were used in making repairs. We were authorized to remove 1200 Sq. Yds. of old concrete pavement and level off, for appearance, East of and adjacent to the Ice Plant on Broadway. On account of right of way agreement it was necessary to replace part of the pavement with asphaltic concrete. This required 172 tons not shown on plan. Other material used for approaches and for connection to Franklin Blvd., not shown on plans, amounted to 46 tons.

The overrun, other than mentioned above, was due to the uneveness of the asphaltic concrete base course resulting from heavy traffic during freezing and wet weather before the top course was applied.

Very truly yours,

E. E. Umphlette

E. E. Umphlette,
Sr. Res. Engr.

EEU/w

cc: Mr. K. D. Lytle

RECEIVED
JUN 3 19
FOR FILING
UI-161(B)
3-33

Mrs Lewis Files

June 2, 1949

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Lichty:

This acknowledges your letter of June 1, 1949, transmitting blanket assignments to the United Pacific Insurance Company, of all monies due, or to become due to Del R. Beebe Construction Company, in connection with its contracts, Nos. 2011, 2054, 2057, and 2058, with the State Highway Commission for State Highway construction.

We shall be pleased to honor these assignments. The warrants in payment of future estimates in connection with these jobs will all be mailed to the United Pacific Insurance Company, Board of Trade Building, Portland, Oregon, pursuant to your letter of May 13, 1949, and as confirmed by Mr. Stenmar's letter of May 27, 1949.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:bs

cc - Del R. Beebe Const. Co.
1391 E. 2nd St.
Eugene, Oregon

cc - H. H. Hanson (2) - Att'n. Carl Smith
F. A. Quarg

Mr. Hanson: I attach an executed copy of each of the assignments mentioned in the above letter, the originals of which I have retained for the Highway Commission's records and files. Will you please see that all future warrants issued in connection with the four jobs concerned, are mailed to the United Pacific Insurance Company, Board of Trade Building, Portland, Oregon.

NOTED ON CARD
E-2-49,9R

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 5878

June 1,
1 9 4 9

Oregon State Highway Commission
Salem, Oregon

Attention:. Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re. Del R. Beebe Construction Company -
State Highway Commission contracts
3033, 3056,3057 and 3058

Pursuant to your request I have had Mr. Beebe execute the State Highway Commission's standard form and enclose original and one copy of each.

Yours very truly,

John Lichty

JL:m

Enc.

RECEIVED
JUN - 2 1949
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

May 27, 1949

Mr. H. B. Glaisyer,
Oregon Highway Commission,
Salem, Oregon.

My dear Mr. Glaisyer: Del R. Beebe Construction Company.

Referring to our conversation relative to estimate checks for Del R. Beebe Construction Company, I consulted with Mr. Lichty, our attorney. As you know these estimate checks have been assigned to the United Pacific Insurance Company, to be expended under joint control, myself being the joint signer of all expenditures.

Mr. Beebe does his banking at the United States National Bank, Eugene Branch, Eugene. Mr. Lichty advised me that it would be best for all concerned to endorse and deposit these checks at the United States National Bank, Portland, with instructions to transfer the funds to the Eugene Branch. You may therefore follow Mr. Lichty's previous instructions contained in a letter to you.

Yours very truly,

J. H. Stemmer,
Fidelity and Surety Department

B.

NOTED
H. B. GLAISYER

RECEIVED
MAY 31 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

May 20, 1949

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Lichty:

Upon my return from this week's meeting of the State Highway Commission, I find on my desk your letter of May 13, transmitting assignments of moneys due or to become due the Dal R. Beebe Construction Company, in connection with its four contracts with the State Highway Commission, Nos. 3033, 3056, 3057 and 3058.

I am sorry, but we can not accept the assignment as prepared but we will be pleased to honor assignments prepared on the State Highway Commission's standard form. I have had prepared five copies of our standard form of assignment, for each of the above mentioned projects, and I enclose them. Please have these properly executed by the Dal R. Beebe Construction Company, and return the original and one copy of each to me for further handling. Please also furnish a letter from the United Pacific Insurance Company consenting to the assignments as prepared, without prejudice to the bond. This probably is unnecessary, because the assignment is being made in favor of the Insurance Company, nevertheless we would like to have it in our files.

It is my understanding that certain estimates are now in the process of payment, so if you could expedite these matters, it would be helpful and will avoid delay in issuing warrants.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:bs
Enc.

cc - H. K. Hunter
F. A. Quarg

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

May 13,
1 9 4 9

State Highway Commission
Salem, Oregon

Attention: Mr. H.B.Glaisyer, Secretary

Gentlemen:

Re: Del R. Beebe Construction Co.

It has become necessary for the surety company to enter into the picture in connection with the four contracts now being performed by Del R. Beebe for the State Highway Commission, being Contracts Numbered, 3033, 3056, 3057 and 3058.

We are arranging for the financing of this contractor and have taken from him assignments of all funds due or to become due under these contracts. I enclose herewith original of these assignment. Will you please acknowledge receipt of the same and see that all future payments are made to the surety company, United Pacific Insurance Co. Board of Trade Building, Portland,Oregon.

If for any reason these assignments are not sufficient, please advise me and I will procure forms that meet with the approval of the Commission.

Yours very truly,

John Lichty

JL:m

Enc.

RECEIVED
MAY 16
Commission

ANSWERED
H.B. GLAISYER

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DEL R. BEEBE, doing business as DEL R. BEEBE CONSTRUCTION CO., does hereby assign and set over unto UNITED PACIFIC INSURANCE CO. any and all sums due or to become due under contract No. 3033 with the State of Oregon for the grading and paving, Eugene (High Street - Walnut Street) section of the Pacific Highway in Lane County, Oregon, and does hereby authorize the said UNITED PACIFIC INSURANCE CO., or its authorized representative, to re-receipt for any and all sums so due or to become due in the name, place and stead of the said DEL R. BEEBE, to endorse any and all checks or warrants made payable to him in connection with the said contract.

DATED this 11th day of May, 1949.

Del R. Beebe
D.B.A. Del R. Beebe Construction Co.

LICHTY AND DOXEY
ATTORNEYS AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

RECEIVED
JUN 1 1949
FOR FILING

UNIVERSITY OF OREGON
EUGENE

Office of the President

UJ - 161 (13)
033

26 May 1949

Cross Referenced To:
adm
Ore State Hy
U. of Oregon
V. C. Ballou

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Thank you for your note of May 23, in which you indicate that the Commission had at no time plans for the opening of Beech Street and that, since you believe the opening of Columbia Street is not very essential, you will undoubtedly operate on a basis which would be entirely satisfactory from our point of view.

I appreciate your thoughtfulness in responding to my comments, and assure you of our continued desire to cooperate as fully as is possible with the Highway Commission and with your office.

Sincerely yours,

H. K. Newburn

H. K. Newburn
President

RECEIVED
MAY 31 1949
OREGON
HIGHWAY COMMISSION

RECEIVED
MAY 24 1949
FOR FILING

May 23, 1949

Dr. H. K. Newburn, President
University of Oregon
Eugene, Oregon

Dear Dr. Newburn:

I have deferred replying to your letter of April 21, having reference to opening of Beech Street, due to the fact that Mr. W. C. Williams, Assistant State Highway Engineer, has been making some further investigations and, during such negotiations discussed the matter in considerable detail with your Business Manager, Mr. Lindstrom.

We at no time had any plans for the opening of Beech Street, but we did advise the City Manager of Eugene that some study would be made as to the possibility of opening Columbia Street. The opening of Columbia Street is not very essential, as it would merely shorten the turn-around distance two blocks, and we are willing to permit it to remain closed.

We do not approve of a turn-around at Agate Street as proposed by the City of Eugene.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. J. C. Lindstrom
Business Manager, University of Oregon
Eugene, Oregon

Mr. W. C. Williams

UNIVERSITY OF OREGON
EUGENE

Office of the President

28 April 1949

REFERRED TO
Mr. Williams
By Chief Engineer
Please prepare a reply

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Re: University of Oregon campus bordering Franklin Boulevard, Eugene, Oregon.

Mr. Oren King, City Manager of Eugene, informed me today that the State Highway Department is considering altering the original program for access to Franklin Boulevard east of Onyx Street. As you know, our discussions with your representatives have always emphasized the fact that the University of Oregon campus extension program will run to the point where Thirteenth Avenue joins Franklin Boulevard east of Agate Street, and your highway representatives have agreed with us that the only streets that would open on Franklin Boulevard in this area would be Onyx Street and Agate Street.

According to Mr. Oren King, you plan to open Beech Street in order to permit traffic flowing east on Franklin to turn right on Beech Street, then left on Thirteenth, then left on Agate Street, and then cross Franklin Boulevard to go north so that the people living on the north side of Franklin Boulevard between Onyx Street and Agate Street may reach their homes without making a left hand turn on the Franklin Boulevard highway. The University of Oregon wishes to file a strong protest to this change in the development and to join with the City of Eugene in a plan whereby the people living on the north side of Franklin Boulevard may be serviced by constructing a "stop lane" just before Agate Street is approached on the south side of Franklin Boulevard going east. These people then could pull into this "stop lane" and cross Agate Street and go west to their respective locations on the north side of Franklin Boulevard.

We would sincerely appreciate your holding to the original program and approving the City of Eugene's request inasmuch as the plans of the University of Oregon for this area will call for the eventual elimination of Emerald Street and Beech Street, and also Thirteenth Street to Agate Street, as this area has been definitely set aside for physical education athletic fields and for the construction of a new women's physical education building.

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APR 29 1949
OREGON
STATE HIGHWAY COMMISSION

I would appreciate a letter from you indicating your reaction to my comments since we are of the belief that you will want to continue with the understanding we arrived at earlier in our negotiations with your colleagues.

Thank you very much for your attention.

Sincerely yours,

H. K. Newburn

H. K. Newburn
President

UNIVERSITY OF OREGON
OFFICE OF THE BUSINESS MANAGER
EUGENE, OREGON

May 11, 1949

Mr. W. C. Williams
First Assistant Highway Engineer
Highway Department
327 State Office Building
Salem, Oregon

Dear Mr. Williams:

President Newburn has asked me to write to you with the request that you also inform Mr. Baldock concerning the University's position relative to opening Columbia Street off of Franklin Boulevard. By going only one block farther east, that is to Moss Street, where Franklin Boulevard joins Thirteenth Street, there is a solution to the problem for the property owners located on the north side of Franklin Boulevard reaching their property when going east from downtown Eugene. President Newburn's point, and I think it is an excellent one, is that instead of opening Columbia Street all that would have to be done would be to not open any streets at all but have the traffic turn right where Franklin joins Thirteenth and then go west to Agate Street and cross the highway on Agate as was planned in case Columbia Street were opened.

In other words, by only going one block farther east it would eliminate opening Columbia Street and hold to the original program that no streets should be opened onto Franklin Boulevard except Agate and Onyx.

I believe that you will agree and also Mr. Baldock will agree that President Newburn's suggestion is acceptable. It certainly is the least expensive and will make it unnecessary to close Columbia Street when the time arises.

I would appreciate if you would write me or write to President Newburn and send me a copy. Thank you for your attention.

Sincerely yours,

J. O. Lindstrom
Business Manager

JOL:is

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MAY 12 1949
OREGON
STATE HIGHWAY COMMISSION

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APR 29 1940
FOR FILING

M.I-161(12)
E-33

April 28, 1940

Mr. Oren L. King
City Manager
Eugene, Oregon

Dear Mr. King:

This letter is in reply to yours of April 20, addressed to Mr. H. G. Smith, having reference to the intersection of Agate Street and Franklin Boulevard in the City of Eugene.

Under date of March 22, accompanied by Mr. W. G. Williams, Assistant State Highway Engineer, and Mr. F. E. Grendall, Traffic Engineer, I met with the City Council of Eugene, and other interested people, and discussed various details in relation to the various intersections along Franklin Boulevard.

The two intersections in principal question were the 11th Street intersection and the Agate Street intersection. The University of Oregon campus breaks up the street system at the 11th Street intersection so that a very circuitous route would be necessary to effect a turning movement so as to return to the city center, and, therefore, it was decided to provide for a turn-around at 11th Street.

At Agate Street such conditions do not exist, and it is possible to continue past Agate Street, turning to the right on Moss Street, thence right on 13th Street, and thence directly across Agate Street to return toward the city, which is a much safer and more preferable movement. At the Agate Street intersection, it was understood that a 24-foot roadway would be provided on either side of the island, and this has been done. This will allow for the safe and expeditious movement of traffic from the main highway to and from Agate Street, and if, at some time in the future, Agate Street is extended northward, such provisions as are necessary to duly accommodate traffic can be made.

On March 25, the City Council was presented with the plans for the turn-around at 11th Street and the island plan at Agate Street. Under date of March 31, we were advised by Henry F. Beistel, Finance Officer, that these changes were considered at the meeting of the council on

March 25, and the plan as outlined was approved. The island has been constructed at Agate Street, and it would cost a material sum to make further changes and the solution would be inferior. There is a possibility of opening up Columbia Street for one-way traffic off of Franklin Boulevard. If this were done, it would only mean the going around of one block to effect a right angle crossing or intersection with the main highway at Agate Street. We will look further into the possibility of doing this.

I am sorry, but we must insist that the project be brought to completion as per present approved plans of the Public Roads Administration, the State Highway Commission, and the City of Eugene, and we are proceeding accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith
K. D. Lytle

WCW:me:er

FORM E-90 10M 10-48 27060

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 22, 1949

NOTED
H. G. SMITH

SUBJECT: Request by City of Eugene - "U" Turn

To:

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

I recommend refusing the request made by the City Manager of Eugene, relative to making provisions for a "U" turn at Agate Street.

We had an extended discussion with almost the entire Council and it agreed to the plan outlined by Mr. Baldock. It will cost considerable to make the changes suggested and I do not think the "U" turn would be much used.

Very truly yours,

K. D. LYTLE
Division Engineer

V. E. JOHNSON, Mayor — OREN L. KING, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER
EUGENE, OREGON
APRIL 20, 1949

MR. H. G. SMITH,
CONSTRUCTION ENGINEER,
OREGON STATE HIGHWAY DEPARTMENT,
SALEM, OREGON.

DEAR MR. SMITH:

I AM ENCLOSING A PRINT OF A REQUESTED CHANGE AT THE INTERSECTION OF AGATE STREET AND FRANKLIN BOULEVARD ON PROJECT NO. UI-163(13) IN THE CITY OF EUGENE.

PROPERTY OWNERS AND RESIDENTS OF THIS AREA ARE URGING THIS CHANGE FOR TWO REASONS. FIRST, THAT A TURN-AROUND MAY BE AFFORDED AND SECOND THAT AGATE STREET TRAFFIC WHICH IS FAIRLY HEAVY MIGHT HAVE MORE ACCESS TO BOTH EAST AND WEST BOUND TRAFFIC ON FRANKLIN BOULEVARD.

I AM WRITING THIS REQUEST DIRECTLY TO THE CONSTRUCTION DESIGN DIVISION TO EXPEDITE THIS CHANGE IF THE HIGHWAY DEPARTMENT CONCURS. THANKING YOU FOR YOUR COOPERATION, I REMAIN

VERY TRULY YOURS,

Oren L. King

OREN L. KING,
CITY MANAGER.

OLK:LG

ENCL.: PRINT

CC:- K. D. LYTLE
E. E. UMPHLETTE

RECEIVED
APR 22 1949
OREGON
STATE HIGHWAY COMMISSION

Extract of minutes of meeting of the Common Council of the City of Eugene, Oregon held March 28, 1949 - - - - - - - - -

A report of the Special Traffic Committee - Re: Revision of island construction on highway intersection at junction of millrace, etc. was submitted and read as follows:

"Attended by Mayor Johnson, Councilmen Hawn, Crumbaker, Booth and Special Committee of Chamber of Commerce.

The Committee of Special Traffic to whom was referred the matter of Highway Department request for revision of island construction on highway intersection at junction of millrace; council proposals on revisions of island design at junction with 11th Avenue and junction with Agate Street, traffic control lights and related matters begs to report as follows:

That the Traffic Committee of the Council together with the Traffic Committee of the Chamber of Commerce, the Mayor and the Chief of Police, accompanied by the State Highway Engineer and staff, inspected the installations made and/or proposed on the highway at the junctions with the millrace, 11th Avenue, Agate Street, and 13th Avenue and made reference to plans and had full discussions at each of these points.

That following the inspection tour a meeting was held at the Eugene Hotel with the State Highway Engineer and staff at which the following points were discussed and fixed by mutual agreement.

1. That the Highway Department will withdraw its request for a revision of island construction at the junction of Broadway and the Millrace and will proceed with the original plan which permits movement of traffic both East and West through the intersection.

2. That the Highway Department will cut back or shorten both islands at the junction of 11th Avenue and Franklin Blvd. so as to facilitate access to 11th Avenue by Northbound highway traffic and to permit south-bound highway traffic to make a 180° turn to reverse direction at this junction. The wider gap to be divided by a small island. It was indicated by the Highway Engineer that a plan on this would be submitted for approval.

3. That the intersection of 13th Avenue and Franklin Blvd. would remain as planned and presently constructed.

4. That an island is required in the intersection of Agate Street and Franklin Blvd. and that it will be re-designed and reduced in size to overcome objections to the original design.

5. That if Agate Street is opened and improved north of Franklin Blvd. the island could be removed entirely if the development required it and further that if the development north of Franklin developed it would likely be necessary to install 3-phase traffic control lights.

6. That the directional signs now placed at junctions at 13th Avenue and 11th Avenues remain as presently placed.

The Committee also reports that the State Highway Engineer indicated that traffic control lights would be installed at the junction with the millrace, Hilyard Street, 11th Avenue, Onyx Street (for University use only), Agate Street, Villard Street and Walnut Street and that at a later date the City will receive a communication from the Highway Department requesting approval of these installations and that the City agree to bear one half of the cost of these installations except for the one at Onyx Street. The estimate of the total cost of each installation was given as nearly $4,000.00.

Other statements made to the Committee were that it is the plan to open Beech Street to the Highway; that the Highway Department will assist the City in planning and in preparing recommendations for lighting of the Highway; that an immediate check will be made on size of conduit laid across highway to islands and that highway department will assist City with a current traffic count in the one-way grid.

Further, that it is the recommendation of the Committee that the agreements listed herein be approved and that this report be accepted."

It was moved by Crumbaker, seconded by Davis that the report of the Special Traffic Committee be adopted. Motion carried.

OREGON STATE HIGHWAY COMMISSION
SALEM

MARCH 25, 1949

HON. V. EDWIN JOHNSON, MAYOR
EUGENE, OREGON.

DEAR SIR:

IN CONFORMANCE WITH THE TENTATIVE AGREEMENT REACHED DURING THE INSPECTION OF FRANKLIN BOULEVARD TUESDAY OF THIS WEEK, I SUBMIT HEREWITH A MAP, SHOWING THE PROPOSED CHANGES IN TRAFFIC ISLANDS AT THE 11TH STREET INTERSECTION AND THE PLAN AT THE AGATE STREET INTERSECTION.

YOU WILL NOTE THAT PROVISION IS MADE FOR CUTTING BACK OF THE ISLAND 15 FEET ON THE EASTERLY SIDE OF THE 11TH AVENUE INTERSECTION AND FOR THE CUTTING OF AN OPENING THROUGH THE ISLAND ON THE WEST SIDE, TO PROVIDE A TURN-AROUND.

AT THE AGATE STREET INTERSECTION, PROVISION IS MADE FOR A FULL 24-FOOT WIDTH FOR TURNING EITHER IN OR OUT OF AGATE STREET. SHOULD AT SOME FUTURE DATE AGATE STREET BE EXTENDED TO THE NORTH, THE TRAFFIC ISLAND WOULD EITHER BE REMOVED OR RECONSTRUCTED, SO AS TO PERMIT FREE FLOW OF TRAFFIC NORTH AND SOUTH. THE CHANGE-OVER OF THE ISLAND WOULD BE A VERY NOMINAL MATTER, AND WE PREFER TO INSTALL THE ISLAND AS INDICATED PENDING THE POSSIBLE EXTENSION OF AGATE STREET.

THESE CHANGES MUST HAVE THE APPROVAL OF THE PUBLIC ROADS ADMINISTRATION, AND WE ASK THAT YOU PLEASE ADVISE, AT THE EARLIEST POSSIBLE DATE, OF YOUR CONCURRENCE IN THE PROPOSED PLANS, IF ACCEPTABLE TO YOUR COUNCIL.

VERY TRULY YOURS,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

/s/ BY W. C. WILLIAMS,
ASSISTANT STATE HIGHWAY ENGINEER.

WCW:ME
ENCL.

COPY

FRANKLIN

BLVD

CITY OF EUGENE
PROJECT NO. UI-181(6)

SCALE: 1" = 50'

DATE: APR 18 '69

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APR 1 1949
FOR FILING

(17-16)(13)
3033

DEANE SEEGER, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER
EUGENE, OREGON

MARCH 31, 1949

REFERRED TO
Mr. Baldock
For your information.

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMM.,
SALEM, OREGON.

DEAR MR. BALDOCK:

RECEIPT IS ACKNOWLEDGED OF YOUR LETTER UNDER THE DATE OF MARCH 25, 1949, WITH A MAP SHOWING THE PROPOSED CHANGES IN TRAFFIC ISLANDS AT THE 11TH STREET INTERSECTION AND THE PLAN AT THE AGATE STREET INTERSECTION.

THESE CHANGES WERE CONSIDERED AT THE MEETING OF THE COUNCIL ON MARCH 28, 1949 AND YOU ARE ADVISED THAT THE PLAN AS OUTLINED BY YOUR OFFICE WAS APPROVED.

VERY TRULY YOURS,

HENRY F. BEISTEL,
FINANCE OFFICER.

HFB:LG

NOTED
State Highway Engineer

RECEIVED
APR 1 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 1 1949
FOR FILING

UI 161(13)
OREGON DISTRICT
3033

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 29, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Mr. Baldock
By Asst. Chief Engineer
for your information

Dear Sir:

Reference is made to Mr. Williams' March 25th letter relative to the channelizing at the Eleventh Avenue intersection on Oregon Project UI-161(13), High Street - Walnut Street Section, Eugene.

The two changes of cutting back the island on the east side and a 24 foot opening on the west side of Eleventh Avenue to take care of the left turn movements is satisfactory. As to the use of asphaltic concrete bars to form the storage lane, we are not thoroughly convinced, but that at least a portion of the storage lane should be obtained by decreasing the width of the island. However, since the island curb is now in place and the pavement constructed, we are willing to approve the use of the bars as proposed with the understanding that if future study indicates the narrowing of the island will benefit traffic, then such change will be made.

Very truly yours,

copy sent Smith

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

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MAR 28 1940
FOR FILING
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File

March 25, 1940

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The Eugene City Council recently requested that we make a change in the channelizing of the Eleventh Avenue intersection with Franklin Boulevard, on the High Street-Walnut Street project in Eugene. Their contention was that a wider slot should be permitted for traffic left-turning from Franklin Boulevard westbound into 11th Avenue, and that provision be made for a left-turn for traffic headed east on Franklin Boulevard, so that such traffic might reach the highly developed area lying between Franklin Boulevard and the Mill Race on the northerly side of the highway.

Mr. R. H. Baldock, Mr. F. R. Crandall, and the undersigned met with the City Council, the City Planning Commission, etc. at Eugene last Tuesday, and we had to concede that the changes were desirable.

I submit herewith two maps, one being the regular Federal Aid sheet, which is submitted primarily that you may see the number of building establishments between Franklin Boulevard and the Mill Race. These consist of restaurant, motels, stores, etc. Now it is conceded that, for business purposes, the only entrance to these establishments should be confined to traffic westbound on Franklin Boulevard, but should anyone from these establishments go into the city center, they have no way of returning to their starting point without a very circumferential route entirely through the University of Oregon Campus, and thence back westward on the highway. We, therefore, believe the channelizing should be revised to permit a left turn or turn around at 11th Avenue.

On the colored map attached, you will note the two changes desired—one, the 15-foot cutoff of the traffic island on the east side of the intersection, and the 24-foot opening cut in the island on the west side. You will note that there will still be two 12-foot lanes

RECEIVED

Mr. T. H. Banks - 2 March 25, 1949

for free movement of traffic outside the eighteen refuge. It is planned to install traffic signals at this intersection whereby the two left-turn movements will proceed at the same time that traffic is stopped on the main highway lines, only a two-phase light will be required.

We believe these provisions to be necessary and desirable and respectfully request your concurrence. Your expediting this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:rmm

Encls.

cc Mr. F. E. Cornwall
Mr. H. C. Smith

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MAR 28 1940
FOR FILING

UI-161(3)
303

File

March 25, 1940

Hon. V. Elvin Johnson, Mayor
Eugene, Oregon

Dear Sir:

In conformance with the tentative agreement reached during the inspection of Franklin Boulevard Tuesday of this week, I submit herewith a map, showing the proposed changes in traffic islands at the 11th Street intersection and the plan at the Agate Street intersection.

You will note that provision is made for cutting back of the island 15 feet on the easterly side of the 11th Avenue intersection and for the cutting of an opening through the island on the west side, to provide a turn-around.

At the Agate Street intersection, provision is made for a full 24-foot width for turning either in or out of Agate Street. Should at some future date Agate Street be extended to the north, the traffic island would either be removed or reconstructed, so as to permit free flow of traffic north and south. The change-over of the island would be a very nominal matter, and we prefer to install the island as indicated pending the possible extension of Agate Street.

These changes must have the approval of the Public Roads Administration, and we ask that you please advise, at the earliest possible date, of your concurrence in the proposed plans, if acceptable to your Council.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

HCW:mm

Encl.

cc Mr. F. B. Crandall
Mr. H. G. Smith

RECEIVED
MAR 25 1960
FOR FILING

March 25, 1960

Mr. John J. Rogers
Twin Oaks Building Supply Co.
569 High Street
Eugene, Oregon

Dear Sir:

Your letter regarding a drainage condition east of your plant is being referred to our Construction Department for an investigation.

It is possible a member of that department will be able to contact you at the time the investigation is made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. E. Barfield
Staff Engineer

LEB/ef
cc: H. C. Smith

TWIN OAKS
BUILDERS SUPPLY CO.

EUGENE, OREGON

24 March 1949

State Highway Commission
Salem
Oregon

Gentlemen:

Sometime ago we reported to Mr. Del Beebe that the work which has been done on the Millrace east of our plant between 6th and 7th Streets, has clogged our drains and done us some damage in the adjoining sheds.

Our shed is a la rge one and considerable rain goes down its east slope and at the present time it accumulates and backs up into our shed and does harm to our merchandise.

Will you please see that steps are taken without delay to restore the drainage which we had so that no further damage may occur? Let us hear from you with reference to this very shortly, and oblige

Yours truly,

TWIN OAKS BUILDERS SUPPLY Co.

By John J. Rogers

John J. Rogers

JJR:mm

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MAR 25 1949
OREGON
STATE HIGHWAY COMMISSION

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MAR 11
FOR FILING
UI-161(13)

File

March 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' March 7, 1949 letter requesting our approval of Order for State Force Work covering the reestablishment of water mains of the City of Eugene Water Board on Oregon Project UI-161(13), the Eugene Section of the Pacific Highway. Enclosed was a copy of the agreement between the State Highway Commission and the City of Eugene, together with copies of the above mentioned Force Order.

It is noted this agreement was executed on December 30, 1947, while the P.S.& E. papers were not submitted until May and June 1948. Thus there was ample time to have included this work with the regular project papers.

This agreement provides for the removal of the water pipe from its present location under the pavement by the city at one dollar per foot if the highway contract was not awarded prior to April 30, 1948, and in addition, provides for the payment by the State to the City a lump sump of $4,000 for the relocating of these water mains, which lump sum represented the estimate to lower these mains at their present location.

In reviewing these papers, which are now submitted over a year after execution, we are of the opinion they do not conform to the requirements of General Administrative Memorandum No. 300 in several particulars. Under these circumstances we do not consider this Force Account order, the work for which has already been completed, eligible for participation with Federal funds, and therefore are not recommending approval.

Very truly yours,

T. H. DAVIS
District Engineer.

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UI-161(13)

3033

March 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work, covering the re-establishment of the water main on the Eugene Section of the Pacific Highway in Lane County, Contract No. 3033, in connection with Federal Aid Project No. UI-161 (13).

A copy of the agreement between the City of Eugene and the State Highway Commission, entered into December 30, 1947, covering this work is also enclosed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DWP/gs

Encl.

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MAR 7 1949
FOR FILING

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5033

March 3, 1949

Mr. L. P. Hopkins, Supt.
Portland Division
Southern Pacific Company
Portland, Oregon

Dear Mr. Hopkins:

We received a letter today signed by Mr. W. C. Williams, Assistant State Highway Engineer, under the signature of R. H. Baldock, State Highway Engineer, relative to the removal of the spur track which serves the Twin Oaks Builders Supply Company and other establishments.

I quote from Mr. William's letter as follows:

> "I am willing, however, for you to notify the Southern Pacific that we will extend the time on a week-to-week basis upon their assurance that the spur will be removed within one week of the time of further notification, and that they need not tear up the spur beyond the north line of Sixth Street. The Twin Oaks Supply Company should be encouraged to hasten the completion of their warehouse, so that their cars can be diverted as soon as weather conditions are suitable for work."

This therefore constitutes notice to you concerning the basis of an extension of time on the removal of the spur and also notice of the part of the spur which must be removed.

Very truly yours,

Henry F. Baistel
Finance Officer

HFB:ld

cc: Mr. W. C. Williams, State Hwy. Engr.
Mr. K. D. Lytle, Oregon State Hwy. Comm.
Mr. E. C. Ordway, Southern Pacific Co.

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STATE HIGHWAY DEPARTMENT

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MAR 2 1949
FOR FILING

UI-161(13)
3035
Yam
1042W

March 2, 1949

Mr. Henry F. Beistel
Finance Officer
Office of City Manager
Eugene, Oregon

Dear Sir:

In answer to your letter requesting that we give consideration to leaving the spur track of the Twin Oaks Supply Company in place until May 15.

I have been unable to obtain any definite information, other than letters from the Twin Oaks Supply Company, that Beebe will conduct his operations without tearing up this spur track before May 15, or that the Southern Pacific will remove the tracks upon one week's notice. I have no objection to leaving the track as long as possible, but I do not wish the job delayed because the Twin Oaks Supply Company has not completed its other warehouse. They have had several years' notice that this property would be needed, and I am unwilling to set the date at May 15, as I feel that Beebe should be at work there before that time.

I am willing, however, for you to notify the Southern Pacific that we will extend the time on a week-to-week basis upon their assurance that the spur will be removed within one week of the time of further notification, and that they need not tear up the spur beyond the north line of Sixth Street. The Twin Oaks Supply Company should be encouraged to hasten the completion of their other warehouse, so that their cars can be diverted as soon as weather conditions are suitable for work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. K. D. Lytle

LUMBER
VENEERS
ROOFING
SHINGLES
HARDWARE

EXPLOSIVES
INSULATION
WALLBOARDS
PAINTS AND OILS
MASON'S SUPPLIES

TWIN OAKS
BUILDERS SUPPLY CO.

669 HIGH STREET -:- PHONE 2600

EUGENE, OREGON

22 Feb. 1949

Del R. Beebe Construction Co.
P. O. Box 178
Eugene, Oregon

Gentlemen:

This will acknowledge your letter of February 19th, in which you give us the following information:

"In regard the removal of spur track crossing Sixth Street to allow us to complete State Highway Contract which we now have under contract at this location, we are enclosing copy of our letter to Mr. Ordway of the Southern Pacific Company, confirming verbal committment from them that they would remove track within ten days after notice from us. This action was taken after telephone conversation with you, referring to your letter to Mr. Baldock of February 14, and our recent discussion and committal from Mr. Lytle, Division Engineer, of the Oregon State Highway Department whereby he tentatively agreed that this arrangement, with the notifying and removal of these tracks so as not to impair our progress on this highway contract, would be satisfactory with him.

"As you will note, in this letter to Mr. Ordway, we wish to have firm committment from them that they will remove these tracks ten days after being given notice. Also, it is now anticipated that these facilities should be moved by May 1, subject to our progress on this highway contract.

"Mr. Lytle has requested that you acknowledge to us, in writing that this particular arrangement of notification and removal within 10 days would be satisfactory with you in order to allow this spur track to remain in after March 15, 1949, for your convenience.

"It would be appreciated if you would forward above acceptance and acknowledgement at your earliest convenience."

LUMBER
VENEERS
ROOFING
SHINGLES
HARDWARE

EXPLOSIVES
INSULATION
WALLBOARDS
PAINTS AND OILS
MASON'S SUPPLIES

TWIN OAKS
BUILDERS SUPPLY CO.

660 HIGH STREET -:- PHONE 2600

EUGENE, OREGON

Beebe - 2

These arrangements that you have made with Mr. Lytle, Division Engineer of the Oregon State Highway Commission and with Mr. Gribsy, District Freight Agent of the Southern Pacific Company are certainly satisfactory to us.

We are hopeful that we may be able to retain the use of this spur track under these arrangements until around May 1, 1949, and you can rest assured that we will cooperate with the Oregon State Highway Commission, the Southern Pacific Company, the City of Eugene and yourselves, in bringing about a satisfactory arrangement regarding the removal of the track in time so that it will not inconvenience you in the least with regards to the finishing of your contract with the State Highway Commission.

Very truly yours,

TWIN OAKS BUILDERS SUPPLY CO.

By L C Schaupp

L. C. Schaupp

LCS:mm

ASSIGNMENT No. 1042 WCW

DESCRIPTION: Henry F. Beistel's letter of 2-21-49 with attached letter from L. P. Hopkins, requesting extension of time until May 15, 1949 in closing of spur track on 6th Avenue, Eugene

DATE: 2-23-49 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☒ You were going to get a letter from Beebe re this. What is present status? WCW

REPORT RECEIVED: 2-25-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

EARL L. McNUTT, Mayor

DEANE SEEGER, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER

EUGENE, OREGON

FEBRUARY 21, 1949

NOTED
W. C. WILLIAMS

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
SALEM, OREGON.

DEAR MR. BALDOCK:

IN ACCORDANCE WITH YOUR REQUEST IN A LETTER ADDRESSED TO MR. V. EDWIN JOHNSON, MAYOR, DATED JANUARY 28, 1949, WE HAVE NOTIFIED MR. L. P. HOPKINS WHO IS SUPERINTENDENT OF THE SOUTHERN PACIFIC COMPANY, UNION STATION, PORTLAND 9, OREGON TO TAKE STEPS TO HAVE THE RAILROAD SPUR TRACK ON 6TH AVENUE REMOVED BY MARCH 15, 1949.

WE RECEIVED A LETTER FROM MR. HOPKINS TODAY, A COPY OF WHICH I AM ENCLOSING, REQUESTING AN EXTENSION OF TIME UNTIL MAY 15, 1949. AS FAR AS THE CITY OF EUGENE IS CONCERNED, YOUR DATE OF MARCH 15, 1949 STILL STANDS, BUT IF THE EXTENSION TO MAY 15TH IS A REASONABLE REQUEST AND WOULD BE SATISFACTORY FROM THE STANDPOINT OF YOUR ANTICIPATED CONSTRUCTION PROGRAM, WE WOULD REQUEST THAT YOU GIVE THE SUGGESTION CONSIDERATION.

THERE SEEMS TO BE SOME QUESTION IN MR. HOPKINS' MIND AS TO WHAT PORTION OF THE TRACK IS TO BE REMOVED. IF YOU WILL PROVIDE ME WITH A DESCRIPTION OR A SKETCH OF THE SPUR TO BE REMOVED, I WILL PASS THIS INFORMATION ALONG TO MR. HOPKINS; AS WELL AS THE LATEST POSSIBLE DATE THE SPUR COULD REMAIN TO SERVE THE PROPERTIES ABUTTING IT.

VERY TRULY YOURS,

HENRY F. BEISTEL,
FINANCE OFFICER.

ENCL.: LETTER

HFB:LG

RECEIVED
FEB 23 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. C. SMITH

SOUTHERN PACIFIC COMPANY
Union Station, Portland 9, Oregon

February 17, 1949

Mr. Henry F. Beistel, Finance Officer
City of Eugene
Eugene, Oregon

Dear Mr. Beistel:

Referring to your letter February 4, 1949, informing us you have received formal request from Mr. R. H. Baldock , State Highway Engineer, stating they desire spur track which serves a number of industries between 5th and 7th Streets adjacent to High Street, Eugene be removed by March 15, 1949.

Several of the industries have contacted the contractor who will handle overhead project for the State Highway Commission, and contractor has indicated to these industries that there will be no need to remove this spur track until about May 15, 1949, and then only that portion of spur south of north line of 6th street. This will permit Long Bell Lumber Company to load on that portion of spur between 5th and 6th Streets, as State Highway Commission informed us they do not propose to complete balance of clover leaf at this time. Therefore, there is no necessity to force any of the industries to vacate until the property is actually required for highway purposes.

Yours truly,

/s/ L. P. Hopkins

LUMBER
VENEERS
ROOFING
SHINGLES
HARDWARE

EXPLOSIVES
INSULATION
WALLBOARDS
PAINTS AND OILS
MASON'S SUPPLIES

TWIN OAKS
BUILDERS SUPPLY CO.

388 HIGH STREET -:- PHONE 2000

EUGENE, OREGON

14 Feb. 1949

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Regarding the subject of cutting the spur track which crosses Sixth Street and serves us and several other parties.

Several months ago we had an agreement with you that you would give us thirty days' notice before this side track would need to be removed. Several days ago we received a notice from the City of Eugene, stating that the Southern Pacific Company would be required to cut this track on or before March 15, 1949, which, of course, gave us about forty days' notice and this consideration on your part was very much appreciated. However, in checking into this matter further, we find from the Del Beebe Construction Company that they will not be ready to complete the highway work on the Sixth Street end until probably the latter part of April, due mostly to the several months of bad winter weather that we have recently experienced.

We are, of course, very much in need of this side track for just as long a period as possible. The Southern Pacific Company also needs the services of this side track for the spotting of our cars for just as long a time as can be arranged, for the reason they are also short of team track and hardly have any place to spot our cars as yet. Therefore, we have talked this over in quite some detail with Mr. Ordway, the District Freight Agent for the Southern Pacific Company, and after checking in with their engineers, he advises us that it would only take a couple of days to take up this side track and if they had a week's notice, they could get at it immediately and have it out of your road within that time.

Was talking with Del Beebe personally about this and he tells me that this extension in time would not interfere with their highway work in any way whatsoever, due to the weather con-

LUMBER
VENEERS
ROOFING
SHINGLES
HARDWARE

TWIN OAKS
BUILDERS SUPPLY CO.

668 HIGH STREET -:- PHONE 2000

EUGENE, OREGON

EXPLOSIVES
INSULATION
WALLBOARDS
PAINTS AND OILS
MASON'S SUPPLIES

ditions that prevailed recently and put them so far behind in their work.

The Highway Department, the City of Eugene, and the Southern Pacific Company, have all been very considerate in this matter and I hope that you will find it practical to give us this further extension of time in allowing the side track to stay in for the use of ourselves and other interested parties until about a week before you actually have to have it out to facilitate your highway program.

I have talked to all these parties personally and they tell me that they will cooperate in any way they can. In order that they might know exactly how we are presenting the problem to you, I will send the Eugene City Manager, the District Freight Agent of the Southern Pacific Company, and the Del Beebe Construction Company, copies of this letter.

Your consideration of this matter will certainly be appreciated and hope that you can let us have your favorable decision soon.

Very truly yours,

TWIN OAKS BUILDERS SUPPLY CO.

By L. C. Scharpf

L. C. Scharpf

LCS:mn
cc-City Mgr.
Ordway
Beebe

RECEIVED
FEB 15 1940
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 1
FOR FILING

WI-161(2)

Salem, Oregon
March 1, 1949

Grading and Paving Contract
Eugene (High St.—Walnut St.)

Mr. H. G. Smith
Construction Engineer
O F F IC E

W. C. WILLIAMS

It is recommended that steps be initiated to delete from the subject contract, Item no. 43, Seeding to Clover (four acres) unit price, $500 per acre. The contract specifies that this seeding should preferably be performed during favorable weather in the Fall months or as ordered by the engineer when weather conditions are favorable.

Assuming that satisfactory water system bids can be obtained, plans are being prepared and bids will be called during this Summer for a sprinkler system and lawn planting in the median strip areas of the subject project. Accordingly, the above recommendation is made to save the estimated cost of $2,000 and to prevent a duplication of work.

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA:be

cc Mr. W. C. Williams

RECEIVED
FEB 23 1949
FOR FILING

UI - 161(13)
2033
1024W.

February 22, 1949

Twin Oaks Builders Supply Co.
669 High Street
Eugene, Oregon

Gentlemen:

Receipt is acknowledged of your letter of February 9, requesting access to Highway 99 near the railroad overpass in north Eugene.

We have had previous requests from the Southern Pacific Company and from Coltins and Coltins for access in this vicinity. The first request was received from the Southern Pacific Company, and the Highway Commission authorized the Railroad Company, subject to certain provisions, to construct an access at approximate Station 65k, which is at the point where there is a connection between the north and southbound lanes of the highway.

The Highway Commission does not deem it necessary or desirable to grant additional accesses, as it is believed that this access will adequately serve the Southern Pacific Company, Coltins and Coltins, and the Twin Oaks Builders Supply. We suggest you discuss this matter with the Southern Pacific Company and determine if the common access adequately serves all interests.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. J. M. Devers
Mr. H. G. Smith

FORM E-60 1M 6-48 26058

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1024, inquiry of the Twin Oaks Builders Supply Company regarding an approach to their property in the vicinity of the Coos Bay overhead in northern Eugene.

Some time ago when the Southern Pacific requested permission to build their spur line across our special borrow site in the vicinity of the Coos Bay overcrossing, we contacted Mr. Conger, the owner of most of this property which has been leased for a long term to several industries, and suggested that he lay out the road shown in green on the accompanying map to serve his property and connect to the highway at Station 654+, opposite the connection between the north- and south-bound lanes. Since then the Southern Pacific obtained a revocable permit to construct this approach.

I think we should advise the Twin Oaks Builders Supply, the Southern Pacific, Calkins and Calkins and other interested parties, that we cannot grant any other approach than that at Station 654+, and suggest that they all get together and construct the road shown in green. Since this gives access to both the north- and south-bound lanes, no other site will be satisfactory.

The State Highway Department owns Tracts "C", "D" and "E", which were purchased for their severance value and which we contemplate using for a borrow site. The tract south of the roadway shown in green

is owned by one of the Conger brothers, and Tract "A" is owned by another brother. These brothers do not seem to agree; therefore, it was found necessary to skirt Tract "A" instead of a more direct route.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. 1024
MCM

DESCRIPTION: Letter of 2-4-49 from Twin Oaks Builders Supply Co., Eugene, asking that the State Highway Dept. gravel a road adjacent to their property, near Eugene

DATE: 2-10-49 ASSIGNED TO: H. G. SMITH

- [x] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date_____

[ ]_____

REPORT RECEIVED:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REMARKS:

LUMBER
VENEERS
ROOFING
SHINGLES
HARDWARE

EXPLOSIVES
INSULATION
WALLBOARDS
PAINTS AND OILS
MASON'S SUPPLIES

TWIN OAKS
BUILDERS SUPPLY CO.

669 HIGH STREET -:- PHONE 2600

EUGENE, OREGON

9 Feb. 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We understand that sometime this spring our side track will be cut at 6th Street, so that the North bound traffic can go through on that street without crossing a track.

We have leased a four-acre just West of the overhead crossing coming into Eugene from the North and immediately South of the Magic Gas property. On this track of land, we will want to build a warehouse and a side track with a capacity of six or eight cars and, of course, will have to have access to this property by a road leading off of Highway 99 South bound.

We understand that the Highway owns a 60-foot road strip to the West of the South bound Highway, adjacent to our property, which road we would like to have graveled by the State Highway Department, so we could use this road for entering and leaving our property. This road, of course, could also serve the Magic Gas Company, the Insulite Block Company and the Eugene Lumber Company who already have established their plants on property adjacent to that Southern Pacific spur.

NOTED
W. C. WILLIAMS

Could you get this request into the hands of the proper parties and let us know if this road could be graveled early this Spring, so it could be used by ourselves and other interested parties?

Very truly yours,

TWIN OAKS BUILDERS SUPPLY CO.

By L C Scharpf

L. C. Scharpf

LCS:mn

RECEIVED
FEB 10 1949
HIGHWAY COMMISSION

RECEIVED
FEB 11 1949
FOR FILING

UI-161 (13)
3033

Salem, Oregon
February 10, 1949

Mr. E. E. Duplantis
Resident Engineer
Eugene, Oregon

Dear Sir:

With reference to the subcontracting affidavit referred to on page 32 of the Special Provisions of the Eugene (High St.-Walnut St.) Section, Contract No. 3033, you are advised that heretofore, contractors were required to file this particular affidavit in connection with work subcontracted on federal projects. This affidavit, which has no connection with contractor's payrolls, is no longer required.

The payroll affidavit, which is now required, is to be submitted each week by contractors and subcontractors in connection with their weekly summary report as specified in paragraph No. 2 on page 32. Kindly, have the Central Heating Company submit these as requested.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. K. Probert
Office Engineer

FK:cw

cc: K. D. Lytle

FORM E-20 2SM 7-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
February 9, 1949

SUBJECT: Payroll Affidavit.

To:

Mr. S. H. Probert
Office Engineer
Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

In answer to your letter of February 8, 1949 in regard to the Central Heating Company of Eugene failing to submit the required affidavit with each weekly payroll report, Form PR-100 and PR-200, please be advised that in the "Special Provisions" for the Eugene (High street-Walnut street) section, Contract No. 3033, on page 52, paragraph 3, it states that the subcontractor Affidavit called for on page 3, paragraph 4, will not be required.

If the above mentioned statement is in error, I will gladly have the Central Heating Company furnish the affidavits requested.

Very truly yours,

E. E. Umphlette
Resident Engineer

EEU:dh
cc: K. D. Lytle
P.R.A.

RECEIVED
FEB 9 1949
FOR FILING

U1-161(13)

+ 2.33

DEANE SEEGER, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER
EUGENE, OREGON
FEBRUARY 4, 1949

NOTED
State Highway Engineer

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
SALEM, OREGON.

DEAR MR. BALDOCK:

THIS WILL ACKNOWLEDGE RECEIPT OF YOUR LETTER OF JANUARY 28, ADDRESSED TO MAYOR JOHNSON. WE ARE ORDERING THE SECTION OF TRACK REMOVED TODAY SO THAT IT WILL BE PREPARED FOR YOUR WORK ON AND AFTER MARCH 15, 1949.

VERY TRULY YOURS,

Henry F. Beistel

HENRY F. BEISTEL,
FINANCE OFFICER.

HFB:LG

NOTED
W. C. WILLIAMS

RECEIVED
FEB 7 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 28 1949
FOR FILING

January 28, 1949

Mr. V. Edwin Johnson
Mayor
Eugene, Oregon

Dear Sir:

In accordance with our agreement with the City of Eugene, we will appreciate your arranging to have the railroad spur track on Sixth Street removed by March 15, as we expect our construction operations to be resumed not later than April 1.

Please acknowledge receipt of this letter.

Very truly yours,

M. H. Baldock
State Highway Engineer

cc: W. C. Williams
L. P. Hopkins
H. G. Smith
K. D. Lytle

RECEIVED
FEB 4
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

U-161(13)
2033

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 3, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. Tom Deal
Newport, Oregon

Dear Mr. Deal:

Miss Walton of Eugene called at the office yesterday to discuss our transaction with her relative to the acquisition of some right of way which involved the moving of some buildings. She is anxious to have this whole matter closed, and she left with me a copy of a letter, the original of which you sent to the Oregon State Highway Commission under date of January 17, in which you proposed a method of settlement.

NOTE - W. C. WILLIAMS

After Miss Walton left the office I conferred with our man who keeps our records and found that a few days after your letter had been received, and before any action had been taken thereon, you came personally to the office and instructed our people to disregard the letter.

I have on my desk now a letter written to the Oregon State Highway Commission under date of January 20 by the Del R. Beebe Construction Company, alleging that the company had performed excavation work for and rented a compressor to Cecil B. Burt, who was doing the work which involved the Walton property, and claims that the sum of $232.00 has not been paid. They propose to file a lien.

I inquired of Miss Walton relative to unfinished work in regard to the moving of her building, and I find there are several items, among which are the construction of some sidewalks, repair of a damaged roof, installation or reconstruction of some facilities relating to the windows, and several other small matters which should be taken care of to her satisfaction.

I have undertaken to hasten a conclusion of this transaction, and I will appreciate your cooperation.

Very truly yours,

J. M. DEVERS

JMD:HH

cc - W. C. Williams
B. A. Martin

RECEIVED
FEB 3 1949
FOR FILING

File

FORM S-80 1M 10-48 84667

UI-161

223

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1949

SUBJECT: File R 11973

To: Mr. W. C. Williams
Assistant State Highway Engineer

Office

Dear Mr. Williams:

There is a minor dispute developing with reference to payment for shrubbery amounting to $27.00, destroyed on the property of Jesse L. Godlove on the Eugene project. This consists of three laurels at $6.00 and one cypress at $9.00. It appears that the Beebe Construction Company entered on this property and destroyed the shrubs and Mr. Godlove is now submitting a claim.

In order that we may have some more definite information on the matter it is requested that we be advised as to the date Beebe entered on the property and also advised as to whether or not he had been instructed not to make an entry or whether there had been any time reservation in his contract.

The property in question is located at the intersection of Broadway and Ferry Streets, opposite station 96+00.

Very truly yours,

J. H. DEVERS

By
J. W. DeSOUZA
Assistant Counsel

JWD:MA
(In triplicate)

UI-161(13)
3033

CROSS REFERENCE SHEET

Name or Subject Assignment of claim from Del R. Beebe Construction Company to the U. S. National Bank of Portland, Eugene Branch. File No.

Regarding

Date 12/8/48
12/15/48

SEE

Name or Subject FEDERAL AID JOB F-172(4) 3057 File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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DEC 21 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2000
PORTLAND 8, OREGON

~~ALASKA~~
~~MONTANA~~
OREGON
IDAHO
WASHINGTON

November 26, 1948

UI-161(13)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project UI-161(13) High Street-Walnut Street (Eugene).

Very truly yours,

W. H. Lynch

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
NOV 29 1948
OREGON
STATE HIGHWAY COMMISSION

WASH 7564

State Oregon

Federal Aid Urban Project No. [illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4 day of November, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of April, 1946, a project statement, which was approved on the 9th day of July, 1946, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 21st day of June, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy-eight thousand and 00/100 dollars ($178,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 359, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 10+53 on Seventh Street at High Street and survey station 161+87 on Franklin Boulevard near Walnut Street all in Eugene, without exception

, length 1.512 miles, in Lane County, being Oregon Federal Aid/ project No. S-161(13), consisting of 1.512 miles of roadway and 20 bridges, none of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred seventy-eight thousand and 00/100 dollars ($ 178,000.00), which does not exceed the authorized Federal pro rata share of four hundred fifteen thousand eight hundred twenty-seven and 77/100 dollars ($ 415,827.77), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[illegible]
(Official title of Highway Department)

By [illegible]

[illegible]
(Title of officer)

By [illegible]

[illegible]
(Title of officer)

By [illegible]

[illegible]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

Attest:
[illegible]

RECOMMENDED FOR APPROVAL:
[illegible]
Asst STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By [illegible]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
NOV 26 1940
OREGON DIVISION

RECEIVED
DEC 10 1948
FOR FILING

HEAD OFFICE

UI - 161 (3)
3033

EUGENE BRANCH

THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON
ESTABLISHED 1891

CABLE ADDRESS:
"UNITBANK"

EUGENE, OREGON

November 19, 1948

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. Hawke.

Gentlemen:

In accordance with your letter of November 18th, we inclose the assignment forms executed by Del R. Beebe Construction Company, Del R. Beebe, covering the payments due on contract No. 3033. We also inclose Mr. Beebe's letter to you authorizing your Department to send this branch not only the above check but the two checks arising from the Coos Bay contract. It is our understanding that on or before these checks become due and payable that the Bonding Company will have furnished their consent to the assignments.

We wish to thank you for your assistance in this matter.

Very truly yours,

C. E. Lombard
Assistant Vice-President.

l/c

ACKNOWLEDGED
H. B. GLAISYER

cc to Beebe Const Co

NOTED ON CARD
11-22-48 gk

RECEIVED
NOV 22 1948
OREGON
STATE HIGHWAY COMMISSION

—12-41

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Fifty-Nine Thousand, Eighty-Six and 03/100 - - - - - - - - - -
($59,086.03) Dollars, to ~~WM~~ paid, ~~WM~~ hereby sell, assign and transfer
the within claim for work performed under cont. 1033 - Est. 4 for grading and paving on the Eugene
(High St.-Walnut St.) Section of the Pacific Highway in Lane County, Oregon
to U.S.Nat'l. Bank of Portland, Eugene Branch, Eugene, Oregon
said " " " " " " " " and authorize and empower
and in ~~OUR~~ name, place and stead, to verify said claim and to sign, receipt for and receive any warrant
which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of
Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that
nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said
funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A.,
and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Com-
mission shall be controlled at all times by the terms of said statute, not only with respect to payments made but
likewise with respect to future payments.

to act as agent for ~~WM~~

Witness my hand this 19 day of November, 1948

Executed in the presence of us as witnesses:

P.E. Lambard

DEL R. BEKE CONSTRUCTION CO.

Del R Beke

STATE PRINTING DEPT.

—12-41

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Fifty-Nine Thousand, Eighty-Six and 03/100 - - -

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

UI-161(13)

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Oct. 21, 1948

Indexed Alphabetically
Harphan, J. L.

IN REPLY PLEASE REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

H. G. Smith.

Dear Mr. Williams:

The State has agreed with Mr. Harphan of Eugene, that his request concerning some work to be done on the Mill Race in conjunction with our street improvement may be granted. Mr. Bryson, his attorney, and I are trying to work out a formal agreement; however, in the meantime, it would be my recommendation that you assign someone to confer with Mr. Harphan, and that you go ahead with whatever has to be done without waiting for the execution of the necessary instrument.

I am satisfied that there will be no difficulty in getting the necessary papers signed, and I don't want to inconvenience either the State or Mr. Harphan by my delay in preparing the paper. I am in correspondence with Mr. Bryson, and am trying to work the thing out by letter.

Yours very truly,

J. M. Devers

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:FRC

RECEIVED
FOR FILING
UI-161(13)

October 14, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P.O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 5 relative to the removal of spur track grade crossing on 6th street in Eugene in connection with the construction of Oregon Project UI-161(13).

This matter has recently been the subject of correspondence between the City of Eugene and the State Highway Department and we are advised by the Mayor of Eugene that the City will proceed with the removal of the spur track upon thirty days written notice to do so and have already effected tentative arrangements with the Southern Pacific Company. The section where the spur track is to be removed cannot be paved until reasonable weather next Spring and it is not considered desirable to remove the track until necessary to do so. It is for this reason that we advise the City that they would be notified thirty days in advance of the time necessary to have the track removed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW/gd

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our conversation relative to the spur track grade crossing on 6th street in Eugene in connection with the construction of Oregon Project UI-161(13).

The plans for this project provide for the removal of this track by the city and it is my understanding after our discussion that the city of Eugene would remove this spur track. Will you please advise as to the disposition of this matter.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1950
FOR FILING

WI-161(13)
3033

781

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Oct. 6, 1948

COPY

SUBJECT: Harphan Property
Eugene

Assignment No 781 WCW

To: H. G. Smith
Construction Engineer

Dear Sir:

I hardly know what to say in regard to Mr. Devers' letter of September 29th, addressed to Mr. Williams.

As you know, we have already turned in a description of the roadway which crosses over the Harphan property. Mr. Harphan was to extend the pipe and give us permission to build the trash rack; also he was to give us an easement for a roadway.

Advise if you wish any more information. Am attaching a copy of my letter to Mr. Seeger.

Very truly yours,

(sgd) K. D. Lytle

K. D. LYTLE
Division Engineer

kdl;g

enc

RECEIVED

FORM E-123X 25M 7-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Oct. 6, 1948

COPY

Deane Seeger
City Manager
Eugene, Oregon

Dear Mr. Seeger:

Am writing to find out if Mr. John L. Harphan has ever requested permission to erect a building on the south side of Broadway. You will recall I took this up with you some time ago and at that time, Mr. Harphan had not brought this up formally before the Council. Has anything transpired to change the picture since your Secretary wrote to me.

I believe our Department is ready to act upon this matter as soon as I hear from you. I think this is a question more of what your City wants to do rather than how our Department is concerned. It does not make any difference to us except that Mr. Harphan give us permission to clean out the trash rack which we proposed to build.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl;g

cc: Smith, H. G.

RECEIVED
OCT 14 1948
FOR FILING

FORM E-90 3SM 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1948

41-161(13)
+ 3033

SUBJECT:

NOTED
W. C. WILLIAMS

To: W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

You will recall that Mr. John L. Harphan of Eugene requested permission to extend some facilities in connection with his property and with respect to Mill Race improvement. This subject was thoroughly discussed in a letter which E. R. Bryson, as attorney for the property owner, wrote, and which I sent to you for your study.

On September 10 Mr. Smith addressed a letter to you and said that in his opinion there is no objection to the proposition made by Mr. Harphan, and on the margin of that letter you noted your approval or endorsement.

It is now necessary that some agreement be prepared for execution between the Highway Commission and the property owner, but before I can prepare that agreement I should have some information with respect to description and some information from an engineering standpoint. I will appreciate it if you can get those facts for me.

I am sending a copy of this letter to Mr. Lytle and a copy to Mr. Harphan's attorney, Mr. E. R. Bryson of Eugene.

I will appreciate receiving these facts at an early date.

Very truly yours,

J. M. DEVERS

Pease furnished Sept 14. WCW.

RECEIVED
SEP 1 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

JMD:NH
CC - K. D. Lytle
E. R. Bryson

L

RECEIVED
SEP 29 19
FOR FILING

FORM S-502 1M 6-40 25480

11-161(13)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1943

#3033

SUBJECT: Traffic Design - Eugene
Complaint of Bert Prescott

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
O F F I C E

Cross Referenced To:
Construction Engineer
Condition Complaints

Dear Sir:

Bert Prescott, realtor of Eugene, phoned protesting traffic design on Franklin Boulevard. He is interested in [redacted] property between Franklin and the River, and he wants a left turn at Agate, for traffic out of Eugene. There is no street or entrance there now.

I explained that the Department was trying to help traffic by constructing something like a through street. A left turn at Agate would definitely delay traffic and introduce an unnecessary hazard. His property would have entrance at Walnut. He talked of an 80' freeway from Moss to Onyx, but I refused to change our plan at Agate, or to order deferment of placing curbs and islands there.

He may call you or Mr. Baldock about this plan.

Very truly yours,

R. A. Collier
Maintenance Engineer

RAC:EH
cc
cc: R. H. Baldock

RECEIVED
OCT 4 1948
FOR FILING

21-161(13)

#3433

October 1, 1948

Mr. Deane Seeger
City Manager of Eugene
Eugene, Oregon

Dear Mr. Seeger:

Thank you for your letter of September 27, advising of the action being taken by the City of Eugene for the removal of the railroad spur track on Sixth Street when such removal is necessary by reason of the highway improvement now underway in Eugene.

It would appear that you have taken all necessary steps, but we will be pleased to assist you if there is anything we can do. When giving formal notice to you for removal of the track we shall send a copy of such notice to Mr. L. P. Hopkins, Superintendent of the Southern Pacific Company at Portland.

Very truly yours,

R. H. Baldock
State Highway Engineer

WSW/ew

E. McNUTT, Mayor

DEANE SEEGER, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER

EUGENE, OREGON

SEPTEMBER 27, 1948

NOTED
W. C. WILLIAMS

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

DEAR MR. BALDOCK:

UPON RETURN TO MY OFFICE LAST WEEK AFTER A BRIEF ABSENCE, I WAS HANDED YOUR LETTER ADDRESSED TO MAYOR MCNUTT UNDER THE DATE OF SEPTEMBER 9, 1948, CONCERNING THE REMOVAL OF THE SPUR TRACK FROM 6TH STREET IN CONNECTION WITH THE STATE HIGHWAY PROJECT THROUGH THE CITY OF EUGENE, TOGETHER WITH THE MAYOR'S REPLY TO THIS LETTER. IN ORDER THAT YOU MAY BE FULLY ADVISED AS TO THE CITY'S POSITION IN THIS MATTER, I WISH TO SUBMIT THE FOLLOWING INFORMATION.

IMMEDIATELY FOLLOWING ADVICE FROM YOUR LOCAL OFFICES, I INSTRUCTED THE CITY ATTORNEY TO SEND NOTICES BY REGISTERED MAIL TO THE AFFECTED PROPERTY OWNERS, INFORMING THEM THAT IT WOULD BE NECESSARY TO AFFECT THE REMOVAL OF THE SPUR TRACK IN QUESTION, SERVING THEIR PROPERTIES, ALL IN ACCORDANCE WITH THE ORDINANCE PASSED IN 1946 BY THE COMMON COUNCIL, OF THE CITY OF EUGENE. OUR CITY ATTORNEY, MR. JOHN PENNINGTON, WROTE AND MAILED SUCH A LETTER ON AUGUST 2, 1948 TO THE TWIN OAKS LUMBER COMPANY, THE LONG BELL LUMBER COMPANY, AND THE C. P. TILLMAN COMPANY. SHORTLY THEREAFTER, THIS OFFICE WAS CONTACTED BY MR. EDWARD ORDWAY, REPRESENTING THE SOUTHERN PACIFIC RAILROAD COMPANY, WHO STATED THAT THE STEEL RAIL BELONGED TO THE COMPANY AND THAT IT WOULD BE RESPONSIBLE FOR THE REMOVAL AND SALVAGE OF THE SAME. I ADVISED MR. ORDWAY THAT THE CITY HAD NO FURTHER INTEREST THAN TO SEE THAT THE TRACK WAS REMOVED IN ACCORDANCE WITH OUR AGREEMENT WITH THE STATE AND SUGGESTED THAT HE CONTACT THE PROPERTY OWNERS.

AT A LATER DATE, MR. ORDWAY ADVISED THAT THE ORDER FROM THE RAILROAD COMPANY TO REMOVE THE RAILS WOULD HAVE TO BE INITIATED OUT OF THE OFFICE OF MR. L. P. HOPKINS, SUPERINTENDENT OF THE SOUTHERN PACIFIC RAILROAD AT PORTLAND. ACCORDINGLY, I REQUESTED OUR CITY ATTORNEY TO SO ADVISE MR. HOPKINS, STATING THAT WE WERE AWAITING FORMAL NOTICE FROM THE OREGON STATE HIGHWAY DEPARTMENT FOR REMOVAL OF THE TRACK AND THAT WE WOULD RELAY THIS NOTICE TO HIS OFFICE IMMEDIATELY UPON ITS RECEIPT HERE. IN THIS CONNECTION, MAY I SUGGEST THAT WHEN FORMAL NOTICE FOR REMOVAL OF THE TRACK IS GIVEN TO THE CITY THAT A COPY OF SUCH NOTICE BE SENT TO MR. HOPKINS.

I FEEL THAT THE CITY HAS TAKEN ALL PRACTICAL AND NECESSARY STEPS TO DATE TO MEET ITS CONTRACTUAL OBLIGATION IN THIS MATTER. HOWEVER, IF THERE IS ANY FURTHER ACTION WHICH YOUR OFFICE DEEMS NECESSARY, WOULD YOU KINDLY ADVISE.

YOURS VERY TRULY,

Deane Seeger

DEANE SEEGER,
CITY MANAGER.

DS:LG

RECEIVED
SEP 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 5 1948
FOR FILING

CITY OF EUGENE

EUGENE, OREGON

SEPTEMBER 14, 1948

OFFICE OF THE MAYOR
WT - 161(13)
3033

NOTED
State Highway Engineer

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

DEAR SIR:

I HAVE YOUR LETTER UNDER DATE OF SEPTEMBER 9, 1948, PERTAINING TO REMOVAL OF SPUR TRACK ON EAST SIXTH STREET. SO FAR AS I KNOW, THERE HAS BEEN NO CHANGE IN THE FEELING OF THE CITY OFFICIALS REGARDING THE REMOVAL OF SPUR TRACKS; THERE WAS SOME LOOSE OR OTHERWISE TALK, AND I BELIEVE AN EFFORT IS BEING MADE TO HAVE THE SPUR TRACK LEFT IN PLACE, THIS WAS PURPORTED TO HAVE BEEN SANCTIONED BY MR. LYNCH (PUBLIC WORKS ADMINISTRATION). HOWEVER, THAT SUBJECT HAS NEVER BEEN PRESENTED TO THE COUNCIL OFFICIALLY AND I WILL PRESENT YOUR LETTER BEFORE THE COUNCIL AT THE NEXT REGULAR MEETING WHICH IS SEPTEMBER 27, 1948.

THANKING YOU FOR CALLING OUR ATTENTION TO THIS MATTER, I AM,

YOURS TRULY,

Earl L. McNutt

EARL L. MCNUTT,
MAYOR.

ELM:LG

...State Highway Engineer
...E L C

RECEIVED
SEP 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 10 1946
FOR FILING

U.E. 161 (13)

September 9, 1946

Honorable Earl L. Mallotte
Mayor of Eugene
Eugene, Oregon

Dear Mayor Mallotte:

Reference is made to the agreement of December 31, 1946, by and between the Oregon State Highway Commission, the City of Eugene, and Lane County involving a new location of the Eugene-Coburg County Road and the location and construction of the new route of U.S.99 along the milirose connecting Broadway with Sixth Street and Seventh Street in said city.

In this agreement, among the things to be done and obligations to be assumed by the City was the following items

"Accomplish the removal of the spur track from 6th Street."

To this end a city ordinance was adopted.

The contractor on the High Street-Walnut Street Section of the Pacific Highway in Eugene is making quite rapid progress and it appears that he may be able to pave the Mill Race Section between Broadway and Sixth Street in about two months' time. At such time as he is ready to pave this section, it is necessary that the spur track on Sixth Street be removed.

To the end that the contractor will not be delayed in his work, you are respectfully requested to make arrangements for the removal of the spur track on Sixth Street when requested to do so. We will give you a minimum of thirty days' notice for removal of the track but in the meantime will appreciate your having arrangements made for the expediting of the removal when necessary to allow orderly construction of the project.

We will appreciate your advising us of your preparations for the removal of the spur track.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc W. C. Williams

other copies for Lanes

RECEIVED
SEP- 7 1948
FOR FILING

UI-161(13)
3033

Salem, Oregon
September 7, 1948

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Mr. Lytle:

In our final agreement with the University of Oregon for highway improvement adjacent to the campus, it was agreed that there would be no change in the present manner of unloading facilities at the heating plant. It is, therefore, necessary to construct a device that will permit trucks to pass by or over the sawdust hopper for unloading purposes.

The least expensive plan seems to be the construction of a wall and as whatever is constructed is intended to be used for two or three years, we will take the least expensive plan. I am asking Mr. Paxson to complete a design for the least expensive plan and submit it to you as soon as possible. You will then secure a price agreement, if such is necessary, and construct the wall as quickly as possible.

If the wall contains items on which the contractor has already bid, a price agreement will not be required.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW/ds
cc - H. G. Smith
G. M. Paxson

FORM E-20 2SM 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1948

RECEIVED
SEP 15 1948
LEGAL DEPT.

SUBJECT:

To: Mr. W. C. Williams,

Office.

Dear Mr. Williams:

Attached is a letter I have received today from my good friend E. R. Bryson, an Attorney in Eugene, with respect to property owned by Mr. and Mrs. John L. Harphan and some relationships between their property and our highway project.

I have acknowledged receipt of this letter and have told Mr. Bryson that I have asked you to tell me what will be the attitude of the Highway Commission or at least what will be your recommendation to the Commission concerning this situation. I think that the subject of Mr. Bryson's letter should be given prompt consideration so that we may at a very early date tell Mr. Bryson what our attitude will be.

I will appreciate recommendations from you.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

RECEIVED
AUG 4 - 1948
FOR FILING

ULI- 161 (13)
3033

August 3, 1948

Del R. Beebe Construction Co.
P. O. Box 138
Eugene, Oregon

Dear Mr. Beebe:

We enclose herewith a fully executed copy of contract No. 3033 which was awarded to you on July 1, 1948 by the State Highway Commission, covering the Eugene (High St.-Walnut St.) Section of the Pacific Highway in Lane County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ew
encl.

RECEIVED
JUL 23 1948
FOR FILING
FORM E-30 REV 12-47

111-161 (13)
#3033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

I have just read your reply to the matter which I submitted to you relative to the use of a private road by one of our contractors in the Eugene area. In your letter you say that it is not necessary that the contractor haul over any private property, as the State has provided the hauling road on the State's right of way.

I would suggest that you have the Resident Engineer, or someone else on your staff, consult the contractor and tell him that if he elects to haul over private property, he must make his own arrangement with the property owner. I think that should be done promptly.

Yours very truly,

J. M. DEVERS

JMD:avh

RECEIVED
JUL 30 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

JUL-161 (13)

43039

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 29, 1948

Mr. Deane Seeger
City Manager
Eugene, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Seeger:

I acknowledge with appreciation, a copy of Ordinance No. 2448, which a member of your staff very kindly prepared for me at my request.

The occasion for requesting this Ordinance is to help me answer a question which has been submitted by Mr. Olson, General Manager of the Northwest Gas Company. It seems that the Gas Company, pursuant to authority of the City Council, has installed some of its gas mains on some of the streets of Eugene, and it also appears that in connection with the highway-street project now under contract, some of those facilities must be moved and relocated elsewhere. The question is, at whose cost shall this reformation be made. Sometimes, the Ordinance, pursuant to which a public utility occupies a public street, definitely fixes the responsibility for moving those facilities when the moving is made necessary by reason of street repair or street construction. I don't find anything to that effect in this Ordinance.

Under the circumstances, I believe I will be forced to advise the Commission that we can not require our Contractor to do that without being reimbursed or paid for the cost. As I understand the situation, this probable item was not disclosed to the bidders, nor were the bidders given any information as to the location of the facilities. So, the situation raises a question which calls for discussion between representatives of the Highway Department and representatives of the City, and I shall probably seek an opportunity to discuss the matter with you at a later date.

JMD:FBC

Yours very truly,

J. M. DEVERS

cc- Mr. W. C. Williams
Mr. H. G. Smith
Mr. K. D. Lytle

RECEIVED
JUL 20 1948
FOR FILING

UI-16(2)
3033
#605W

Salem, Oregon
July 19, 1948

Mr. J. M. Devers

Under date of June 21 you advised me that you had received a letter from Judge Harris of Eugene calling attention to the fact that it is quite probable that the Highway Commission will need to make use of a private road for the hauling of borrow materials. Judge Harris advised you that the owners did not object to its use but that definite arrangements should be made as to the maintenance and condition of the road after usage.

It is not necessary that the contractor haul over any private property as we have provided the hauling road on the State's right of way. Should the contractor elect to use a private road, then it would be his problem to make the necessary arrangements with the property owners.

W. C. Williams

WCW/ds

FORM E-20 20M 8-46 28204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1948

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
State Highway Department
O f f i c e

Dear Sir:

Reference is made to assignment No. 605, WCW, pertaining to the possible use of a private road for hauling materials on the Eugene Project. I am attaching hereto a copy of a report from Mr. Lytle, which I believe clarifies the matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:ER

Enc.

FORM E-20E 10M 8-43 23304

C
O
P
Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 6, 1948

SUBJECT: Pearl Street-Walnut Street

To: H. G. Smith
Construction Engineer

Attention: E. A. Pease

Dear Sir:

Reference is made to yours of June 24th relative to the use of private road to haul borrow and top soil on the High Street-Walnut Street project.

We figured on the contractor using our right-of-way for hauling. If he wants the private road, he, himself, can secure the right to use it.

I do not believe Mr. Beebe figures on securing top soil or borrow from the pit; in which case there will be no need of a right-of-way.

Very truly yours,

K. D. Lytle (Signed)

K. D. LYTLE
Division Engineer

ASSIGNMENT No. 645 WCW

DESCRIPTION: Let 6/21/48 from Devers re. let from Harris, Bryson, Riddlesbarger & Butler of Eugene re [illegible] use of a private road in connection with the construction of [illegible] project in Eugene.

DATE: 6/24/48 ASSIGNED TO: SMITH

- [x] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____

[ ] _____

REPORT RECEIVED: 7-9-48-ds

REMARKS:

FORM E-20 25M 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have received a letter from Judge Harris of the legal firm of Harris, Bryson, Riddlesbarger & Butler of Eugene, in which he calls attention to the fact that it is quite probable that the State Highway Commission will need to make use of a private road for the hauling thereover of barrow material to be used in connection with the construction of the street project in Eugene. The owners of the road will not object to its use by the State, but, of course, we are under obligation to make definite arrangements with them, and one of our obligations will be that we maintain the road and leave it in good condition when we are through. If you will tell me what you want, I will have someone negotiate with the owners of the private road.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:avh

RECEIVED
JUL 19 1948
FOR FILING

UI-161 (13)
30233

P. O. Box 138
Eugene, Oregon
Phone - 5122

NOTED
C. WILLIAM

July 14, 1948

Eugene Water Board
City Hall
Eugene, Oregon

Gentlemen:

This will confirm verbal agreement on July 7, 1948 between Mr. Moore of the Water Board and Mr. Budd and Mr. Jeffs of the Beebe Construction Company, wherein the Water Board authorized Del R. Beebe Construction Company to obtain water from the hydrants located at various intervals adjacent to our construction work for the Oregon State Highway Commission under contract #3033.

It was agreed that the Oregon State Highway Commission was paying for this water on a per thousand gallon basis and that their account would be accepted as the basis upon which we would be billed by you for the above water.

It was further understood and agreed that our use of these hydrants would be subject to the approval by the Fire Chief for the City of Eugene, which approval has been obtained.

It was agreed that we would be charged for this water at the rate of 6¢ per hundred cubic feet, constituting 750 gallons.

We would like to take this opportunity to express our appreciation for your cooperation in this matter.

Very truly yours,

ACCEPTED AND AGREED

DEL R. BEEBE CONSTRUCTION CO.

L. E. Jeffs
Office Manager

LEJ:pt

CC: Mr. Umphlette
State Highway Commission

RECEIVED

P. O. Box 138
Eugene, Oregon
Phone -5122

July 14, 1948

Fire Chief, City of Eugene
City Hall
Eugene, Oregon

Dear Sir:

This will confirm verbal agreement between yourself and Mr. Budd on July 7, 1948, regarding the use of fire hydrants adjacent to our construction work for the Oregon State Highway Commission under contract #3033.

It is understood and agreed that we would be allowed to use the fire hydrants adjacent to this job in order to secure water for our operations.

It was understood that our use of the fire hydrants would be subject to the approval of the Eugene Water Board, which approval we have received.

As discussed, it would be very much appreciated if you could furnish us with a reducer for use on the fire hydrants reducing down to 1½" firehose.

As discussed, we will exercise all caution possible to insure that reducers, hose, etc. are not left connected to the fire hydrants and will under all circumstances exercise the due caution requested.

We would like to take this opportunity to express our appreciation in your cooperation in this matter.

ACCEPTED AND AGREED

_____

Very truly yours,

DEL R. REESE CONSTRUCTION CO

LEJ:pk
CC: Mr. Umphlette
State Highway Commission

L. E. Jeffs
Office Manager

RECEIVED
JUL 24 1944
FOR FILING

UI-161 (13)

3033

July 22, 1944

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 7, 1944 on Roadwork No. 3033, Eugene (E.9th Street-Walnut Street) Section in connection with Federal Aid Project No. UI-161 (13).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong
DEPiew

Confirmation

RECEIVED
JUL 2 1948
FOR FILING

UT-141(13)

[redacted]
PUBLIC ROADS ADMINISTRATION
[redacted] FEDERAL WORKS AGENCY
PORTLAND, OREGON

JULY 1, 1948

Subject:
Public Highway Engineer
Salem, Oregon

REFERRING ALL RIGHT OF WAY OR RIGHT ABUTTED FOR OREGON PROJECT F-90(6) AND F-[illegible](12) ASAHEL BRAGG AND UR-3-[illegible](13) KUNZE. WE REQUEST CONSENT THAT IS ASKED TO LAW RIDGES, J N & N J COMLEY, PORTLAND AND [illegible] BRIDGE CONSTRUCTION COMPANY, KUNZE, RESPECTIVELY.

Davis

RECEIVED
JUL [illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 21 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

UI-161(13)
3033

July 1, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. D. R. Beebe
P. O. Box 138
Eugene, Oregon

COPY

Dear Mr. Beebe:

As a condition to the award of the contract for the Eugene (High Street-Walnut Street) section of the Pacific Highway, it is requested that you refrain from clearing and grading operations on the property of the Coen Lumber Company as long as refraining from work on these parcels does not interfere with the progress of your contract.

This property consists of two parcels, being described by Engineer's Stations as follows:

> Parcel 1 on the north side of Broadway between Stations Y5 1+50 and L 95+50. Parcel 2 being on the easterly side of Mill Race between Stations L3 2+96 and L3 3+96.

If you will accept the award of the contract on this condition, please indicate your acceptance on the second copy of this letter.

Very truly yours,

/s/ R H BALDOCK

R. H. Baldock
State Highway Engineer

I accept the above conditions.

/s/ DEL R BEEBE
D. R. Beebe

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NOV - 1 1948
FOR FILING

UI-761(13)
3033

July 2, 1948

Del E. Davis Construction Company
1701 South Second Street
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Eugene (31st Street) - Junction of the Pacific Highway in Lane County. This award was based on your low bid of $370,000.25 using asphalt, submitted on June 30, 1948, and on your subsequent understanding with the Engineer regarding beginning work on property of Sam Imler Company.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Encl.

cc - Mr. H. G. Smith (3)
Mrs. Goldie Lewis
Mr. E. H. Prescott

L. B. White, Assistant Commissioner
State Industrial Accident Commission
Building

Get completed

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	FD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 1, 1948
3:35 p.m.

Del R. Beebe Construction Company
1391 S. 2nd Street
Eugene, Oregon

State Highway Commission awarded you today contract for Eugene (High Street-Walnut Street) Section of Pacific Highway, Lane County, based on your low bid submitted June 29, 1948, and subsequent understanding with Engineer re commencement of work on property of Coos Lumber Company.

Contract forms follow shortly.

cc
Chargo

H. B. Claisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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JUN 8 1948
FOR FILING

UT initial

3033

Eugene

June 8, 1948

Mr. Lloyd Donslow
717 Willamette Street
Eugene, Oregon

Dear Mr. Donslow:

We have today received your certified check in the amount of $200 drawn on the First National Bank of Eugene for payment in full of buildings No. 9136 and 9138, bids for which were received on April 12, 1948. As stated in our letter of June 1 we are returning herewith your certified check No. 1361 drawn on the First National Bank of Eugene in the amount of $450.

With your check for $200 there was a letter in which you state that it is your understanding that building No. 9138 is to be completely removed in 90 days from June 1 and that building No. 9136 will not have to be removed until 90 days from July 1, 1948.

It is contemplated that bids will be opened on this project at the Commission meeting June 28 and 29 and if the contract is awarded the contractor will probably want to start work immediately. As you probably know, these houses have been occupied and in this particular building, No. 9136, the tenants have not been able to secure other quarters prior to July 1. It was for this reason that the statement was made that possession could not be given before that date.

Due to the fact that the contract for work on this project is awarded it will be necessary that the houses be removed in the shortest possible time. However, to give you the benefit of any misunderstanding that you may have had as to the date of notification on building No. 9136, you may consider that the 90 day limit will begin with the date of this letter and that the date of June 1 on our previous letter will serve as the beginning of the 90 day period for building No. 9136.

Right-of-Way
Eng.
Engineering Hall

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

cc - Mr. A. H. Bellows
Mr. L. E. Parsons
Mr. E. D. Lytle
Mr. A. J. Paul
Mr. F. A. Quary

RECEIVED
JUN 4
FOR FILING

WJ-161(B)

3633

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

~~Salem, Oregon~~
~~June 2, 1948~~

7 Eugene

SUBJECT:

To: Mr. J. H. Devers

L

With reference to houses occupied in Eugene by Mr. Ford, Mr. McKinney, and Mr. Thornton, who are state employees, I wish to supplement my telephone conversation as follows:

We have entered into an agreement with the University of Oregon whereby as part of the construction of Franklin Blvd, the area now occupied by these houses will be cleared and leveled to provide a base for a parking area. This was one of the requests of the University and they made this provision dependent upon their executing the agreement with the State Highway Commission.

I realize it is very difficult for our employees to find other houses but at the same time, we are insisting upon the vacation of all properties acquired and if we failed to compel the moving of our own personnel, I am certain we would be severely criticised.

Furthermore, to delay the moving of the houses from the area for any considerable length of time would undoubtedly increase the contractor's costs of performing the work. He will naturally wish to grade and gravel this area at the same time he does the highway adjacent. I see no basis for incurring additional costs by such operations.

It would seem that the houses must be vacated not later than August 1, or we will not be able to fulfill our obligation to the University of Oregon and at the same time, it will increase cost of the work to the State Highway Commission.

W. C. Williams

WCW/ds
cc - R. H. Baldock ✓

RECEIVED
STATE HIGHWAY ENGINEER

RECEIVED
JUN 8 1948
FOR FILING

UI-161(13)
3033

May 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of May 26, concerning P. S. & E. for the High Street-Walnut Street, Eugene Section, Project UI-161 (13).

There are on the market at least two concrete cutting machines meeting the specifications which appear on pages 3 and 4 of the special provisions. One is manufactured by Koehler Incorporated, Pasadena, California, and sold by the Cramer Machinery Co., Lewis Building, Portland. Another is manufactured by the Fisher Mfg. Co., Torrance, California, and sold by Contractors Equipment Co., Portland.

The railroad spur track which crosses 6th Street at Station 13/97 is to be removed. The City of Eugene has agreed in writing to arrange for the removal whenever requested by the Highway Commission to do so. Request will be made as soon as construction of the project becomes assured by the award of contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB/gs

RECEIVED
JUN 2 1948
FOR FILING

UI-161(13)

3033

May 28, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of May 26, concerning P. S. & E. for the High Street-Walnut Street, Eugene Section, Project UI-161 (13).

There are on the market at least two concrete cutting machines meeting the specifications which appear on pages 3 and 4 of the special provisions. One is manufactured by Hurste Incorporated, Pasadena, California, and sold by the Cramer Machinery Co., Lewis Building, Portland. Another is manufactured by the Fisher Mfg. Co., Torrence, California, and sold by Contractors Equipment Co., Portland.

The railroad spur track which crosses 6th Street at Station 13/97 is to be removed. The City of Eugene has agreed in writing to arrange for the removal whenever requested by the Highway Commission to do so. Request will be made as soon as construction of the project becomes assured by the award of contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP/gs

RECEIVED
MAY 2 7
FOR FILING
OREGON DISTRICT
U-1 161(13)
30 33

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

May 26, 1948

REFER - - - -
Prabert
for me

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Partial review of the plans, specifications and estimate for Oregon UI-161(13), the High Street - Walnut Street, Eugene Section of the Pacific Highway, indicate the following changes as necessary.

In the Special Provisions, pages 3 and 4 under "Removing Concrete and Masonry", there is a requirement under "Thinning of Edges", that all cuts through pavements and concrete surfaces or structures shall be clean, straight and vertical cuts, etc. Also, that the contractor shall make such cuts "by means of a mechanical cutting device utilizing a revolving abrasive disk as a cutting medium". This apparently refers to the "Concut" machine on which patents are pending and therefore, unless there is another machine made which will come under the special provisions as written so as to provide competition, the specifying of this method is not eligible for Federal participation.

In this connection reference is made to your letter of January 26, 1948 advising the State Highway Department had purchased a Concut cutting machine and requesting advice as to its use on Federal Aid projects. Our reply of February 13, 1948 covered this question and if you desire to use this method, the special provisions should be revised accordingly.

With regard to the railroad spur track crossing of 6th Street at Station 13+97 which we understand will not be eliminated, we should have a statement as to rail movements and the protection to be provided the highway traffic.

The word "managements" in the last paragraph on page 47 should be corrected to "arrangements".

In view of the rather short time before advertisement of projects for the next bid opening must be authorized, it is suggested that this information be expedited.

Very truly yours,

Copy to Prabert

T. M. DAVIS
District Engineer.

RECEIVED
MAY 27 1948
OREGON
STATE HIGHWAY COMMISSION

2. Diamet Concrete Cutting Machine
Mfd. by Fleker Mfg. Co.
Torrance, Calif.
Dealer- Contractors Equpt. Co.
Portland, Oregon

1. "Cement" mfd. by Kurste Inc. Corp. 506 Parkway Bldg. Pasadena 1, Calif.
Dealer: Cramer Mchry. Co. Lewis Bldg. Portland, Oregon

Competitive

May 26, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Partial review of the plans, specifications and estimate for Oregon UZ-162(13), the High Street - Walnut Street, Eugene Section of the Pacific Highway, indicate the following changes as necessary.

In the Special Provisions, pages 3 and 4 under "Removing Concrete and Masonry", there is a requirement under "Thinning of Edges", that all cuts through pavements and concrete surfaces or structures shall be clean, straight and vertical cuts, etc. Also, that the contractor shall make such cuts "by means of a mechanical cutting device utilizing a revolving abrasive disk as a cutting medium". This apparently refers to the "Concut" machine on which patents are pending and therefore, unless there is another machine made which will come under the special provisions as written so as to provide competition, the specifying of this method is not eligible for Federal participation.

In this connection reference is made to your letter of January 26, 1948 advising the State Highway Department had purchased a Concut cutting machine and requesting advice as to its use on Federal Aid projects. Our reply of February 13, 1948 covered this question and if you desire to use this method, the special provisions should be revised accordingly.

City will have removed

With regard to the railroad spur track crossing of 6th Street at Station 13+97 which we understand will not be eliminated, we should have a statement as to rail movements and the protection to be provided the highway traffic.

Fixed

The word "managements" in the last paragraph on page 47 should be corrected to "arrangements".

In view of the rather short time before advertisement of projects for the next bid opening must be authorized, it is suggested that this information be expedited.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
MAY 25 1948
FOR FILING

UI-161(13)
2033
#124 22
4596

Cross Referenced To
Admin
Permit
Const-Pipe Line

Salem, Oregon
May 20, 1948

Mr. R. H. Baldock

We have rechecked the estimate of cost for the High Street-Walnut Street Section of the Pacific Highway in Eugene and the revised estimate now totals $440,000. I have carefully gone over the unit prices listed in the present estimate and I believe that they are in line with present contract prices.

There was originally set up for this job an allotment of $123,000 to which was added $63,000 for the Mill Race Section. This makes a total allocation of $386,000.

The existing estimate of $440,000 is, therefore, only $54,000 over the original allotment.

W. C. Williams

WCW/ds

RECEIVED
MAY 17 1948
FOR FILING

OREGON DISTRICT
UI-161(13)
3033

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

May 10, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The approved project statement and project statement sketch maps for Oregon Project 161 show the north terminus at the intersection of Pearl and Broadway and the south terminus of Oregon Project 262 is located at Station 657 approximately .5 mile west of the Eugene city limits.

It will be necessary that a new sketch map to cover the remainder of the Pacific Highway in Eugene be submitted before we can take action to recommend P.S.& E. for the Eugene Project, Oregon UI-161(13), High Street to Walnut Street Section, for which documents have been recently received.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAY 11 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1948
FOR FILING

UT-1(1)
3033

(1-E) 4/19/48

Salem, Oregon
April 22,1948

Mr. J. M. Devers

I hand you herewith, for further handling, six copies of agreement with the University of Oregon, amending previous agreement dated December 18, 1941, relative to reconstruction of the Pacific Highway in front of University grounds in Eugene, which have been signed by the Highway Commission. When the agreement has been fully executed will you please return the original copy to me for the Commission's files.

Secretary

gl
attachments 6

Delivered to Mr. Devers personally at 3:30 P. M.

gl

RECEIVED
APR 8 1948
FOR FILING

UF-161(13)

3933

Engr.

#124 #

F 4596

Salem, Oregon
April 7, 1948

Please Reference to:
Adm
Permits
Coast-Pipeline

Mr. E. A. Collier

With further reference to permit to the University of Oregon to cross under the Pacific Highway on Franklin Boulevard with an 8 inch water pipe, we will take no further action in this matter until further requested by the University.

We will leave the matter in status quo until further advised by Mr. Ford that it is absolutely imperative that the pipe line be installed. At such time we will work out the best scheme possible for its installation.

W. C. Williams

WCW/ds

cc - A. J. Ford

RECEIVED
JUL 21 1943
FOR FILING

UI - 161(12)
2033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1948

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

The University of Oregon requests permission to place an 8 inch cast iron water pipe under the Pacific highway on Franklin Boulevard at the intersection of Emerald Street.

I am sending you herewith copy of a report from A. J. Ford for the files. Mr. Ford makes a good report and apparently has the situation in hand. A University representative had discussed this with Mr. Ford previously and I do not understand why they came to Salem.

In any case it will be a considerable inconvenience for traffic at present to be interrupted on this very heavily travelled section. Next summer when this pipe has to be put in, the Eugene City Water Department should endeavor to make the interruption as short as possible and at a time of minimum traffic.

Very truly yours,

NOTED
W. C. WILLIAMS

E. A. Collier
Maintenance Engineer

EAC/cy
Encl.

RECEIVED
MAR 10 1948
FOR FILING

UI-161(13)
2033
Eugene

Salem, Oregon
March 8, 1948

Mr. J. M. Devers

Under date of January 28 I furnished you some comments relative to proposed agreement to be executed between the Oregon State Highway Commission and the University of Oregon.

We later discussed my paragraph No. 2, which had reference to building of a private road from the north side of Franklin Street to the University warehouse.

Further consideration has been given to the construction of this private road and owing to the fact that we have requested a change of its location in order to afford a better connection to the highway propert and in further consideration of the fact that the University of Or on has relieved the State of the necessity of constructing an underpass, we believe it only fair to the University to relieve them of the expense of the private road construction from the south end of the bridge across the Mill Race to a connection with Franklin Avenue. We estimate the cost of this construction at $1,000.

If this will clarify and make possible the final execution of the agreement, it is recommended that the construction of this private road at State expense be included in the agreement form. After it has been signed by the University officials, the State Highway Commission will have the oppertunity of giving final approval.

We are hopeful of calling for bids on this project at the April meeting. This can be done if various rights of way matters and the agreement with the University are consummated by that time.

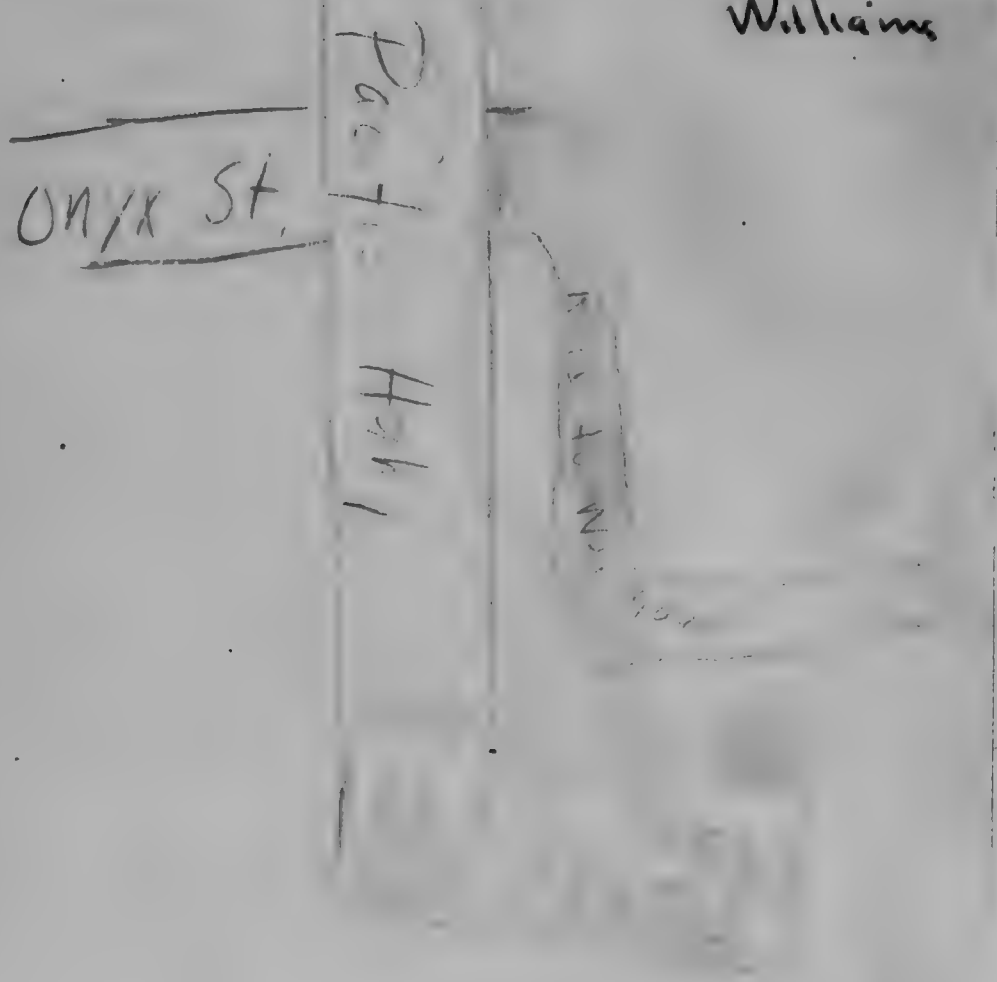
W. C. Williams

WCW/ds

Smith.

Mr. Devers is of opinion that the State should build portion of Warehouse road indicated by red shading account elimination of pedestrian under pass, extra length of road by reason of intersecting at Onyx St. etc. What is estimate of cost for this portion.?

Williams



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FEB 9 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1948

SUBJECT:

UT-161(13)

3033

Eugene.

To: Mr. W. C. Williams,

Office.

Dear Mr. Williams:

I shall seek a conference with you and H. G. Smith sometime next week to work out answers to the suggestions and requests that Dr. Newburn, President of the University of Oregon, has made relative to our proposed highway-street improvement in the vicinity of the campus.

I have a lawsuit to try Tuesday and as soon as that is out of the way I will be in to see you.

Yours very truly,

J. M. DEVERS

W. C. WILLIAMS

JMD:PW

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JAN 30 1948
FOR FILING

U2-161(13)

3033

Adm
Asst. State Eng.
Univ. of Oregon

Salem, Oregon
January 28, 1948

Mr. J. M. Devers

Engr.

I return herewith the letter addressed to you by H. K. Newburn, President of the University of Oregon, with the following comments by numbered paragraphs.

1. It is satisfactory to advise Mr. Newburn that the Highway Department is planning stop and go signals at 11th and Franklin Streets and at Onyx and Franklin Streets. We have no plans for a signal installation at Agate Street, but do plan a signal installation Villard Street.

2. The State has at no time considered the building of a private road from the north side of Franklin Street to the University warehouse. It is our opinion that this being strictly a private road for the University, they would construct the same. It would be necessary for them to construct the road even though no improvement be made to the highway. It is shown on our plans merely to indicate that there will be a cross street at Onyx.

3. We do not plan to make any changes at the University heating plant and, therefore, they may continue to operate as they are now doing in the unloading of fuel.

4. It is believed that the Highway Commission would defer to the University officials in whatever disposition they wish to make of the area marked "I". If the University prefers to have this a parking area rather than a landscaped area, I would suggest they make an appropriate recommendation to the Commission. Engineering reports to the University will indicate that it is satisfactory to be used as a parking area if they prefer.

If possible to work out this matter with Mr. Newburn without changing the agreement as prepared, it would greatly facilitate the calling for bids on the project. Perhaps, as he suggests in the last paragraph of his letter, you could clarify the entire matter in writing rather than revise the agreement. However, I prefer that you use your own judgment in this respect.

W. C. Williams

WCW/ds
Encl.

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JUL 21 1948
FOR FILING

47-161(13)

2033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to the letter of January 7th, from H. K. Newburn, President of the University of Oregon, regarding certain omissions in the agreement relative to the improvement of Franklin Boulevard as the route of the McKenzie, Willamette and temporary Pacific highways.

I see no particular objection to specifying that stop and go signals will be installed at the intersection of Franklin with Eleventh and Onyx. The other signal is to be installed at Villard.

The State has no responsibility for the road leading to the University warehouse as it was no part of the previous agreement. It was merely shown on the plans to indicate the cross street at Onyx.

We are securing no additional right of way at the University heating plant and, therefore, are making no changes in the present installation.

I feel that the disposition of the area Unit B should be left to the University. If they prefer to use it for parking instead of landscaping, an appropriate recommendation should be made to the Highway Commission and the agreement changed.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

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FEB 10
FOR FILING

HI - 161(13)
3433

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1948

SUBJECT: R 9233A

To:

Mr. W. C. Williams,

O f f i c e .

Dear Mr. Williams:

We haven't yet been able to advise President Newburn of the University of Oregon what we are ready to do with respect to changes which he suggested be made to the amendatory agreement which I some time ago prepared and sent to him. I believe that his requested changes are on your desk or with Mr. Smith.

I am not trying to show impatience. I just done't want the subject to be forgotten and have President Newburn think we are negligent. So whenever you are ready to tell me what I should say with respect to the President's suggestions, I will be glad to follow the matter up.

Yours very truly,

J. M. DEVERS

JMD:PW

W C. WILLIAMS

RECEIVED
JAN 9. 1948
FOR FILING

INT - 161(a)
3033
#124 W Eugene
4596

Salem, Oregon
January 8, 1948

Mr. S. H. Roberts

We hand you herewith copy of agreement with the City of Eugene covering rearrangement of water facilities on Broadway and Franklin Streets.

The original copy of this agreement has been retained by Mr. Gleiwyer for the Commission's files and one fully executed copy was returned to Mr. Bowers for transmittal to the Eugene Water Board.

L. H. Warfield

bb
Attachment

cc: H. C. Smith

RECEIVED
JUL 21 1948
FOR FILING

UI - 161 (13)
3.33

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 7, 1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you two copies of agreement with the City of Eugene, covering rearrangement of water facilities on Broadway and Franklin Streets.

The original copy of the above agreement has been retained in this office for the Commission's files, and one fully executed copy was returned to Mr. Devers for transmittal to the Eugene Water Board.

Very truly yours

Ford Quesnel
Acting Secretary

gl
encls. 2

Probert
Smith

RECEIVED
DEC 17 1947
FOR FILING

47 - 161 (13)

3033

Eugene

December 16, 1947

Oregon State Highway Commission

Gentlemen:

Under date of December 16, 1941, the Oregon State Highway Commission and the University of Oregon, by and through the State Board of Higher Education, entered into an agreement pertaining to reconstruction of the Pacific Highway adjacent to the University campus. To date the section has not been reconstructed and it is now found desirable to modify or revise the agreement, principally to eliminate an underpass for use of pedestrians which was stipulated in the original agreement but is not now required. There is also a revision of the Eleventh Street entrance to the highway. In order to provide for the elimination of the pedestrian underpass and provide for the change of the Eleventh Street entrance, a new form of agreement has been prepared which is the same as the original agreement with the exceptions noted above.

The elimination of the pedestrian underpass and revised entrance for Eleventh Street is estimated to reduce the cost of the project in the amount of $19,300.

I recommend approval of the revised agreement form which will be presented for your consideration at the December 29 and 30 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams

ASSIGNMENT

No. 836
WOW

DESCRIPTION: Let. 11/21/47 to Commissioner re. formulation of a contract with the Eugene Water Board to remove a 16-inch water main.

DATE: 12/8/47

ASSIGNED TO: SMITH

NOTED
W. G. WILLIAMS

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☒ Comm. approved attached request. Please furnish Mr. Devore data to prepare agreement.

REPORT RECEIVED: 12-10-47

REMARKS: Data handed Mr. Devore 12/10/47. WGS

RECEIVED
NOV 25 1947
FOR FILING

42-161(13)
3033

#124 W
#4596

Eugene

November 21, 1947

Oregon State Highway Commission

Gentlemen:

Your permission is requested to formulate a contract with the Eugene Water Board by which it removes a 16-inch water main with connections from Franklin Avenue where it will interfere with the grade of the new highway to a position on the south side of the new highway on Eleventh and Franklin between Kincaid and Agate Streets.

The new grade from The Anchorage to Onyx Street would require the lowering of the pipe in place, but the Eugene Water Board is willing to take the money which this lowering would cost and replace the pipe on the south side of the right of way so that it will be entirely out from under the pavement, thus eliminating all bother from future leakage. They propose to lay a new main from Kincaid to Agate Street on the south side of the highway and we will pay them a cash settlement of $4,000.00, which is the estimated cost of lowering the existing main.

In addition we will require that our contractor remove the existing pipe as he takes out the cut. The Eugene Water Board will furnish gratis two men to supervise and to unjoint the pipe as it is removed and see that it is not damaged.

The Water Board desires to lay the new water main before a contract is awarded for the highway construction so that water service will not be disrupted during the construction work. This will also help the State's contractor.

It is felt that the Eugene Water Board is showing a very cooperative attitude in its desire to remove the water main from underneath the pavement and that it will entail no additional cost to the State beyond what we have assumed in other instances.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: H. G. Smith

RECEIVED
NOV 21 1947
FOR FILING

UI-161(12)

3633

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1947

To: Eugene
Mr. H. G. Smith
Construction Engineer
O f f i c e

SUBJECT: R 9233-A

Dear Mr. Smith:

Attached you will find six copies of the amendatory agreement which we prepared at your request, covering the changed plans with respect to the construction of the highway in Eugene as it fronts the University campus.

If you find this instrument now conforms to your recommendations, will you please see that it goes to the Commission for execution, after which if it is returned to me I will have it presented to the University authorities.

Yours very truly,

J. M. DEVERS

JMD:avh
Encl.

NOTED
WILLIAMS

RECEIVED
NOV 6 1947
FOR FILING

UI-161 (13)
3033
#124 W
#4596

November 5, 1947

Eugene Water Board
Eugene
Oregon

Attention: Mr. E. B. Beals
General Superintendent

Gentlemen:

Mr. B. A. Martin, Locating Engineer at Eugene, has advised that he talked with your Mr. Moore concerning the lowering of the 16-inch water main on Franklin Boulevard and that you would prefer the removal of the pipes entirely outside the pavement to the south side of Franklin Boulevard if the State will pay you the estimated cost under the scheme us formerly discussed.

If you wish us to secure the approval of the Commission of this and draw up a contract predicated on Mr. Moore's suggestion, we will be glad to do so.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - M. G. Smith
K. D. Lytle
B. A. Martin

RECEIVED
OCT 30 1947
FOR FILING

47 - 141 (13)

3033

#124 W

October 29, 1947

Eugene Water Board
1116 Willamette Street
Eugene, Oregon

Attention: Mr. R. B. Beals
General Superintendent

Dear Sirs

In regard to the Franklin Boulevard Section of the Pacific Highway, I wish to advise that the revision and details which Mr. Martin mentioned have not been fully approved and incorporated in our plans; nor have the office plans for the Ferry Street Bridge connection been worked up. It may be some time before the latter section is finished as we do not anticipate letting the overhead crossing or the Ferry Street Bridge connection with the other work. However, I believe we can send you the revised plans on Franklin Boulevard within two or three weeks.

With respect to the 16-inch main near The Anchorage which you wish lowered, it has been our intention to follow the suggestions in your letter of November 20, 1946 and have the highway contractor excavate the trench, lower the new main in place and remove the old main and load it on trailers for removal by the Water Board, the Water Board to furnish the men to do the jointing and any new material as well as the water main cutting.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

ASSIGNMENT No. 124 WCW

DESCRIPTION: Let. 10-23-47 from [illegible]ene Water Board re Franklin Bl[illegible] Boot. and Ferry St. bridge connection.

DATE: 10-27-47 ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 10-28-47 GS

REMARKS:

RECEIVED
JUL 21 1949
FOR EIL

COMMISSIONERS
L. B. PIERCE, Pres.
D. R. ROBERTSON
PAUL D. GREEN
HOWARD R. TAYLOR
L. D. TROMMLITZ

J. D. McARTHUR, M. C. E.
Advisory Engineer

R. B. BOALS
Member A. S. M. E.
GENERAL SUPT.-SEC'Y.

HJ - 161 (13)

3023

The THREE SISTERS Source of Water and Power

EUGENE WATER BOARD

MUNICIPAL ELECTRIC AND WATER UTILITIES

1116 Willamette St.
EUGENE, OREGON
Phone 1040

Oct. 23, 1947

Oregon State Department of State Highways
Salem, Oregon

Gentlemen,

It is our understanding that the call for bids on the Franklin Blvd. section of State Highway construction is to be made in February, 1948.

We have in our files an original set of plans for this improvement, but your local engineer, Mr. Martin, informs us that there have been some revisions in details.

Will you please send us a set of revised plans on this project?

He also advises us that a set of plans is completed for the Ferry Street Bridge connection to this work. If possible we would like to have a set of plans on this improvement also.

We trust you will be able to comply with this request, as we will need to plan our work in these areas.

Note:
Attention is called to the 16" main which must be lowered. See previous correspondence.

Boals

Very truly yours,

EUGENE WATER BOARD

By _____
R. B. Boals
General Superintendent

RBB: wam

RECEIVED
OCT 27 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1947
FOR FILING

HZ - 161 (13)
3-23

June 2, 1947

Mr. T. H. Boyle
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In response to your request during our recent conversation, I am forwarding herewith a map of that portion of the High Street-Walnut Street Project which is affected by the agreement between the State and the City of Eugene.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SH:GS

Encl.

RECEIVED
FEB 21 1947
FOR FILING

07 - 161(13)
3033
#45-96

February 21, 1947

Mr. Deane Seeger
City Manager
Eugene, Oregon

Dear Mr. Seeger:

This is in answer to your letter of February 17, advising that the engineering firm of Cunningham & Associates had completed its plans for a trunk sewer on Broadway and Franklin Boulevard from the Mill Race to near Walnut Street and suggesting that this installation be correlated with the proposed street-widening project under direction of the Highway Department.

Under present conditions respecting the delivery of materials, it appears impossible to correlate the work of two contractors, and our experience has been that the highway contractor is hampered, delayed and dissatisfied. Under the circumstances, therefore, we feel that the State should delay the street job until the sewer installation is completed.

Permit me to suggest that the sewer be practically installed before the highway contract is let and that you require the contractor to start at one end of the job and complete the sewer as he goes, with a minimum time limit. If this were done it might be possible for the highway contract to be awarded before the sewer contract is entirely completed and the highway contractor could follow behind the sewer contractor with a minimum of delay to the highway job. Under such conditions we would be better able to anticipate the circumstances respecting the sewer work and set them forth in our contract proposal.

Please advise if this will meet with your approval.

[redacted] personal regards.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc: H. G. Smith
K. B. Lytle

RECORD OF ASSIGNMENT

4596

DESCRIPTION: Letter 2-17-47 from City Manager, Eugene re sewer installation on Broadway and Franklin Blvd.

DATE: 2-19-47 ASSIGNED TO: H. O. SMITH

( ) Investigation and report to this office
( ) Reply direct with copy to this office
( ) Return with drafted reply
( ) Comment or recommendation and return to this office
( ) Investigation and such action as is necessary
(X) Please prepare reply for my signature
( )

REPORT RECEIVED: 2-20-47 HI

REMARKS:

RECEIVED
JUL 21 1947
FOR FILING

UT-161(13)
3033

DEANE SEEGER, City Manager

CITY OF EUGENE

OFFICE OF CITY MANAGER
EUGENE, OREGON

February 17, 1947

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Please be advised that the consulting firm of Cunningham & Associates have filed with this office final plans and specifications for the installation of a new trunk sewer to be installed on Broadway and Franklin Blvd. in the City of Eugene from the Mill Race Bridge to the alley between Walnut Street and Fairmount Blvd.

In view of the fact that this sewer will parallel the State Highway Department's projected improvement of Franklin Blvd. and Broadway, it is our desire to correlate this work with the Highway improvement. We would, therefore, like to time our bid call for the sewer installation in conjunction with the plans of your department for this improvement and we are, of course, willing to be guided by your plans and schedule. At the present time, we have a single set of plans and specifications for the line which will vary in size from 18" to 30" but will be glad to make such plans available to your engineers if you so desire.

Any comment or suggestion with reference to this work will be welcomed.

With kindest personal regards, I am

Yours very truly,

Deane Seeger
City Manager

DS/mw

REFERRED TO
H. E. Swett
by Chief Engineer

Request
Immediate

RECEIVED
FEB 18 1947
OREGON
STATE HIGHWAY COMMISSION

MONTANA
OREGON
WASHINGTON

RECEIVED
JAN 30 1947
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
Division 8

POST OFFICE BUILDING
PORTLAND 8, OREGON

UI-161-N
3033

January 27, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans forwarded for our advance review for Oregon Project UI-161(13) in Eugene, transmitted by your letter of December 12, 1946, have been studied in this office and as a result of our review advise as to the questions or comments contained in the following numbered paragraphs are desired:

1. We would appreciate being furnished with a traffic flow map for the portion of the project between East Broadway and the North end including the traffic on the county bridge over the Willamette River. This is the extended portion of the project for which we have previously received detail plans.

2. We believe that the left turn roadway leading to Onyx Street from Franklin Blvd should be maintained at 18' in width rather than reduced to 16' as shown on the plans.

3. From the plan now submitted it appears that you do not contemplate any improvement on Eleventh Avenue. It therefore appears that the left turn connection from Franklin to Eleventh should be revised to conform to existing conditions.

Very truly yours,

NOTED
State Highway Engineer

T. M. DAVIS
District Engineer

Copy sent to Probst

RECEIVED
JAN 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

47-161(13)
3.033

Roseburg, Oregon
Dec. 30, 1946

SUBJECT: Eugene

To: #4423
E. M. Booth

Dear Sir:

Mr. Martin has sent in the attached sheet showing the changes in connection with the area between Franklin Blvd. and Eleventh Ave. I approve this change.

Very truly yours,

NOTED
I. C. S.

K. D. Lytle
K. D. LYTLE
Division Engineer

kdl;g

enc

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1946

RECEIVED
JUL 21
FOR EIL

COMMISSIONERS
L. D. PIERCE, Pres.
D. E. ROBERTSON
PAUL D. GREEN
HOWARD E. TAYLOR
L. D. TROMMLITZ

J. D. McARTHUR, M. C. E.
Advisory Engineer

E. B. BOALS
Member A. S. M. E.
GENERAL SUPT.-SEC'Y.

HT-161(15)
3-23

The THREE SISTERS Source of Water and Power

EUGENE WATER BOARD

MUNICIPAL ELECTRIC AND WATER UTILITIES

111 Willamette St.
EUGENE, OREGON
Phone 1840

November 20, 1946

H. C.

Oregon State Highway Commission
Salem
Oregon

REFERRED TO
Omit
BY CONSTRUCTION

Attention: Mr. R. H. Baldock
State Highway Engineer

Reference: Your Letter of November 12
re Improvements on Franklin Blvd.,
Eugene

Gentlemen:

We thoroughly agree with the conclusions set forth in your letter, in substantially every respect.

The writer has assumed that it was the desire of the State Highway Department that live water mains should not be laid under heavy traffic lanes. Since it now appears that this is not the case, we agree with you that they had as well be left in their present location where they should give adequate service for many years.

We have had one or two cases of breakage in this particular line because the pipe is some of the first centrifugally cast iron manufactured, at which time little attention was given to proper annealing. However, it would seem that all internal stresses which might cause rupture of the pipe should have been relieved by this time and future trouble is not anticipated. At any rate, the likelihood of line breaks is so remote that it need not be given much consideration at this time.

We believe that it will be necessary to lower some 300 ft. of the pipe at the intersection of Eleventh Ave. and Franklin Blvd. If we correctly understand your profiles, the pipe would otherwise lay above the new traffic surface.

In order to accomplish this lowering without serious interruption to our water service, our Water Superintendent suggests that the new trench be dug alongside the existing main in which 16" pipe will be laid to grade and connected into the old main at grade points. We believe that the highway department should arrange for its contractor to excavate the trench, lower the new main in place, and remove the old main and load it on trailers for removal by the

Water Board. Should the contractor not have men competent to do pipe jointing the Water Board will furnish men to do that work, at its own expense. The Water Board would also furnish all water main materials and do all the water main cutting.

We are not familar with the applicable standards of the Highway Department, but assume that the Department would prefer that a soil cushion of at least 24" should be placed between the water main and the under side of the rigid highway surface in order to prevent failure of water main due to impact loads.

It is assumed that we will receive ample notice of the time at which the Water Board must complete any other installations or changes on the contemplated highway route.

Should it appear necessary or desirable, we will be glad to discuss with you personally any problems which may arise out of the proposed work.

Very truly yours

EUGENE WATER BOARD

By: R. B. Boals

R. B. Boals
General Supt.-Sec'y.

RBB:LN

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NOV 22 1946
CCNST... OREGON ...COMM...

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NOV 21 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 22 1946
FOR FILING

COPY for files

EUGENE WATER BOARD

HI-161 (13)

November 20, 1946

(Original referred to
H. G. Smith)

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. R. H. Baldock
State Highway Engineer

Reference: Your letter of November 12
re Improvements on Franklin Blvd.,
Eugene

Gentlemen:

We thoroughly agree with the conclusions set forth in your letter, in substantially every respect.

The writer has assumed that it was the desire of the State Highway Department that live water mains should not be laid under heavy traffic lanes. Since it now appears that this is not the case, we agree with you that they had as well be left in their present location where they should give adequate service for many years.

. . .

Very truly yours

EUGENE WATER BOARD

By: (Sgd) R. B. BOALS

R. B. Boals
General Supt.-Sec'y

RECEIVED
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FOR FILING

NJ - 161 (13)

3023

#7423

November 12, 1946

Eugene Water Board
Eugene, Oregon

Attention: Mr. R. E. Doyle, General Superintendent

Gentlemen:

The State Highway Department has not made a practice of removing water mains from the city streets occupied by the highways unless the mains were in poor condition so that continuous repair would occasion an unusual amount of interference with traffic. I see no reason, therefore, to remove the mains in Eugene, since you state they are in good condition and are satisfactory to your department.

You have been misinformed as to the policy of the State Highway Department, as the Department has no definite policy concerning the relocation of water mains, each Commission reserving the right to consider each case on its own merits. If it can be said that a custom has been established, it has been for the Commission to pay for the labor cost involved in moving those mains which are in poor condition and to pay for incidental expense on ordinary occasions, such as moving back the hydrants where widening is done. I know of no city in which such a comprehensive program of water-main adjustment as you propose for Eugene has been done, and it was my understanding from our local engineers that you wished this done to facilitate your own operations and proposed to pay for the major portion of the cost.

We cooperated in the removal of the mains at Coos Bay and within the city limits of Klamath Falls to the extent of furnishing the labor. The mains in Coos Bay were wooden mains more than twenty years old and in very poor condition. The mains at Klamath Falls were cast iron but the material used for the joints was unsatisfactory and continuous trouble was being experienced. All the mains outside the city limits are being removed by the company at its own expense, but our experience has been very unsatisfactory as the company has been unable to keep ahead of the contractor with the work on account of the delay in receiving materials and the shortage of labor. Therefore, the contractor has been greatly delayed, and I doubt very much if the eventual inconvenience by reason of the few repairs to house connections will equal the delay suffered by the motoring public this year. I do not recall that mains have been removed in Portland to any extent, unless possibly for a few blocks on Front Avenue. In practically all the other towns in Oregon the mains remain under the street in their original locations.

I do not believe that the occasional interruption to traffic from a broken main or the necessity of making a house connection justifies us in making such a wholesale readjustment of the water system as has been proposed for Eugene, particularly at this time when labor is so scarce and contractors are so unwilling to bid on work which involves any appreciable amount of hand labor, and am of the opinion that the Highway Commission will not authorize the assumption of the cost by the State Highway Department. I feel the mains should be left in their present position until their useful life is ended, and then they should be abandoned and no attempt made to remove them.

We would expect to reimburse you for such incidental expense as the moving back of the hydrants where the street is widened, and if you feel that there is any short section of main which it would be to our advantage to move, we will be glad to hear from you further, after which I will present the matter to the Highway Commission for its decision. Should you wish to discuss the plan presented with the Highway Commission, you are at liberty to do so.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc Mr. H. G. Smith
Mr. K. D. Lytle

RECORD ASSIGNMENT

DESCRIPTION: Letter 10-30-46 from Eugene Water Board. Improvements to Pearl St.-Walnut St. Section.

DATE: 11-6-46 ASSIGNED TO: H. G. Smith

(Investigation and report to this office
(Reply direct with copy to this office
(Return with drafted reply
(Comment or recommendation and return to this office
(Investigation and such action as is necessary
X (Please prepare reply for my signature
(

REPORT RECEIVED: 11-8-46

REMARKS: N.J.

RECEIVED
JUL 21 1947
FOR FILE

UT-16 (13)
3033

COMMISSIONERS:
L. D. PIERCE, Pres.
D. E. ROBERTSON
PAUL D. QREEN
HOWARD E. TAYLOR
L. D. TROMMLITZ

J. D. McARTHUR, M. C. E.
Advisory Engineer

E. B. BOALS
Member A. S. M. E.
GENERAL SUPT.-SEC'Y.

The THREE SISTERS Source of Water and Power

EUGENE WATER BOARD

MUNICIPAL ELECTRIC AND WATER UTILITIES

1118 Willamette St.
EUGENE, OREGON
Phone 1640

October 30, 1946

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Your letter October 10, 1946
Improvements to the Pearl Street - Walnut Street section
of Pacific Highway in Eugene.

Dear Mr. Baldock:

Because of the absence of the Superintendent of the Water Department there has been a rather considerable delay in replying to your letter concerning work to be done on the Pacific Highway route through Eugene.

Concerning the poles and wiring which is the property of the Electric Department, we believe we can clear the highway of our poles on about thirty days notice. Since the expense involved in this work in not of very considerable magnitude, the Electric Department will assume all costs incident to those changes.

The changes to be made in the Water System are very extensive and much of the work will be expensive. The major portion of it, if done jointly by the City and the contractor, would require such close coordination that it seems better that the entire work, with the possible exception of connecting services, should be done by the highway contractor.

At the time the mains on 9th Street and Franklin Boulevard were laid, which was about 1928, they were simply City streets and were not a part of the State Highway system. The mains in question are still adequate for the service required of them and their removal or replacement at this time would not be necessary.

We have made some inquiries to determine the policies established by other cities and the previous policies of the State Highway Department in those cities in respect to situations such as we are now discussing. Without exception we find that the practice has been for the Highway Department to install mains in the new locations and to reconnect services and to remove the old mains as a part of their whole project and to pay all costs involved in converting from the old system to a fully operating new system.

To--Mr. R. H. Baldock
Oregon State Highway Commission

You will find attached to this letter a tabulation showing estimated costs of material and labor involved in the changes required to be made in the Eugene Water System in connection with the highway improvement program.

We are proposing that the Water Board furnish materials and lay the 2,000 feet of 20 inch water main, because this will constitute a new and needed enlargement to the Water Board system. And, further, that the Water Board agree to reconnect all existing services with the condition that the Highway Department do all necessary ditching across or on the highway right of way. That the Highway Department lay all other mains to the Water Board's specifications and reclaim in good condition the 12 inch and 16 inch water main for Water Board salvage, as shown on the tabulation and indicated on the State Highway Department's drawings. The Water Board will furnish all water main materials required.

At this writing we have no trenching equipment although such equipment has been on order for more than a year. The Department is also faced with a severe shortage of labor and there seems to be no immediate prospect of relief to that situation and will require reasonable notice of work to be done.

We will be glad to have your comment and assure you that we will cooperate with your department to the best of our ability.

Very truly yours,

EUGENE WATER BOARD

By: R. B. Boals

R. B. Boals
General Supt.-Sec'y.

RBB:nef

Attach.

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NOV 5 1946

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OCT 31 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 21 19
FOR FILING

10-30-46

47-161(13)
3013

COST ESTIMATES OF WORK TO BE DONE IN CONNECTION WITH

IMPROVEMENTS ON FRANKLIN BOULEVARD, HIGHWAY 99, EUGENE

Cast Iron 150# Class Pipe Size	Cost $/Foot			Feet of Pipe		Project Costs		
	Pipe	To Lay	Reclaim*	Lay	Reclaim	Pipe	Lay	Reclaim
20"	$5.20	$2.50	$2.00	2,000	--	$10,400	$ 5,000	$ --
16"	3.00 (Old)	--	2.00	--	3,450	--	--	6,900**
	4.00 (New)	2.40	2.00	2,850	--	11,400	6,830	--
12"	2.50	1.50	1.50	200	200	500	300	300
8"	2.00	1.50	1.50	120	--	250	180	--
6"	1.25	1.00	1.00	1,800	--	2,250	1,800	--
4"	0.75	1.00	1.00	1,870	--	1,400	1,870	--
						$26,190	$15,980	$7,200

* Does not include breakage losses.

** Salvaged value $10,350 less breakage.

Change 50 services at $5.00 = $250.00

Estimated time required to do this work is three months at the minimum and possibly six months because of shortage of labor and equipment.

RECEIVED
OCT 14 1946
FOR FILING

HF - 101(13)
3.33

October 10, 1946

Eugene Water Board
Eugene, Oregon

Gentlemen:

This is to advise you that the State Highway Commission proposes to contract in December for the construction of the Pearl Street-Walnut Street Section of the Pacific Highway in Eugene. It is understood that you are prepared to rearrange the water and light system by clearing the right of way of all your facilities that may be in the way of the construction of the highway.

Please advise us to when you can do this.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hf
cc: Mr. H. O. Smith
Mr. K. D. Lytle

RECEIVED
JUN 6 1946
FOR FILING

UI-1Lr(13)
3033

Eugene

June 4, 1946

Eugene Water Board
1116 Willamette Street
Eugene, Oregon

Attention: Mr. R. E. Beals
General Superintendent-Secretary

Gentlemen:

With regard to your 20-inch main between the pumping plant and Pearl Street, I suggest that you endeavor to locate the main somewhat as shown in blue, since our overhead crossings and approaches would interfere with either of the other routes.

We have not completed our design, but you can contact Mr. B. A. Martin, Court House, Eugene, to see the details on the east side of the Mill Race in order to locate the pipe line more definitely than can be shown on this small sketch.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

COMMISSIONERS:
L. B. PIERCE, Pres.
W. E. ROBERTSON
PAUL D. GREEN
HOWARD E. TAYLOR
L. D. TROMMLITZ

J. D. McARTHUR, M. C. E.
Advisory Engineer

R. B. BOALS
Member A. S. M. E.
GENERAL SUPT.-SEC'Y.

The THREE SISTERS Source of Water and Power

EUGENE WATER BOARD

MUNICIPAL ELECTRIC AND WATER UTILITIES

1116 Willamette St.
EUGENE, OREGON
Phone 1040

June 1, 1946

Mr. H. G. Smith
Construction Engineer
State Highway Department
State Office Building
Salem, Oregon

Dear Mr. Smith:

You will find enclosed a white print, dated May 28, 1946, showing the millrace and area over which you are planning changes in approach to the Ferry Street bridge in Eugene.

We are planning the installation of a 20" water main between our pumping plant and Pearl Street. Three possible arrangements are outlined on the drawing mentioned. If your plans for the roadways at this point are far enough advanced for you to be able to determine the preferred routing for the pipe line, we would be glad for you to indicate the area your construction is expected to occupy.

We prefer to locate the line so that connection to it or future replacements can be made with a minimum of expense and inconvenience. If it would be of any advantage to you or to us for us to call at your office, we will be glad to do that.

Yours very truly,

EUGENE WATER BOARD

By: R. B. Boals

R. B. Boals
General Supt.-Sec'y.

RECEIVED
JUN 3 1946

RBB:LN

Enc.

RECEIVED
FOR FILING

4F - 161 (17)
3033

Eugene

May 24, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Mr. Davis:

This will acknowledge your letter of May 3 with regard to design features of the Pearl-Halsey section improvement coming up for letting.

As regards left-turn refuge and the length thereof, it is inferred that the length of these refuge slots is solely the function of the vehicular volume making the left-turn move. In the matter of volume controls in parking lanes, adequate deceleration "run" must be considered and in view of the relatively low volume range of the refuges in general, this matter of deceleration, I would say, is the prime factor. It is probable that with present volumes there may be at certain times occasion for storage space for two or three vehicles, in which instance there would be no more than adequate deceleration distance left with the present dimensions.

Further, it is quite possible that improvement project may give impetus to generation of local traffic such as will increase traffic through these left-turn slots. In any event, as long as physical conditions permit it is well to make the refuges ample and be on the safe side as far as future traffic generation is concerned.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:PSC:JH
cc to F. H. Cromwell

RECEIVED
JUL 21 19..
FOR FILING

UI 161(13)

3033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1946

SUBJECT: Left Turn Refuge
Pearl-Walnut Section, Eugene

To:

R. H. Baldock
Office Building

I have copy of Tom Davis' letter under date of May 3 with regard to design features of Pearl-Walnut Section improvement coming up for letting.

As regards left-turn refuge and the length thereof, it is inferred that the length of these refuge slots is solely the function of the vehicular volume making the left turn move. Inthe matter of volume controls in part, however, adequate deceleration "run" must be considered and in view of the relatively low volume range of the refuges in general, this matter of deceleration, I would say, is the prime factor. It is probable that with present volumes there may be at certain times occasion for storage space for two or three vehicles, in which instance there would be no more than adequate deceleration distance left with the present dimensions.

Further, it is quite possible that improvement project may give impetus to generation of local traffic such as will increase traffic through these left turn slots. In any event, as long as physical conditions permit it is well to make the refuges ample and be on the safe side as far as future traffic generation is concerned.

Mr. Davis has touched on other items. However, I can't think of any good comment but will be glad to disucss this at greater length should you desire.

F. B. Crandall
Acting Traffic Engineer

FBC:JH
attach.

RECEIVED
... ENGINEER

MONTANA
OREGON
& WASHINGTON
RECEIVED
JUL 21 1948
FOR FILING

UI - 161 (13)

3033

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DISTRICT ONE

REFERRED TO
Sandvall
by Chief Engineer
grmi 1-as from.?

May 3, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous correspondence and conferences relative to the design of Oregon PWS-2, Item 37, Pearl Street to Walnut Street in Eugene.

We are advised that the last layout of this project submitted has been accepted as satisfactory for the requirements of Stage 4 of General Administrative Memorandum No. 243. However, the following comments are offered for your consideration.

You have prepared accident data to support your conclusion that deceleration lanes should be provided in the median for low volume left turning movements. Accepting this point, it does not seem practicable to provide a left turn added lane of equal length for all of these turning movements. For example, there are five such units over 300 feet in length where the indicated turning movements are less than 50 vehicles per day. We believe a design of shorter length would serve the desired purpose as well, and the use of shorter lengths between Stations 88 and 114 might eliminate the snake-like median by including a mid-block portion of the full width between the through lanes. You might be interested in trying alternate shapes or forms of these added median lanes for low volume left turns.

While it was our request to reduce or omit the triangular islands at Onyx and Agate Street openings to provide for 18 foot width lanes for turning movements, it now seems as though this width control could be obtained and still find room for suitably large islands at these T intersections. However, we do not insist on this change but merely call it to your attention.

On the original plans between Alder Street and Walnut Street it was apparently your intention to pave the deceleration lanes with asphaltic concrete as a contrasting color to the cement concrete pavement. We urge that this be done to emphasize the edge of the through lane.

It is felt that conclusions as to alternate forms of median strip-channelization design as have been under discussion, largely must be made on an "opinion" rather than a factual basis. But to the extent possible, research and observations of the results of certain designs such as those on this project should be sponsored in an endeavor to obtain factual conclusions. Accordingly, it will be appreciated if you will observe the applicability and utility of the intersectional treatments in operation and advise us of any follow-up conclusions.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
MAY 1 1946
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
TRAFFIC ENGINEER

Copy sent to Probst

F-303(3) Lost Cr.-Lowell Sec., Willamette Hwy. 1948

#3034 Folder # 1

RECEIVED
DEC 1 [illegible] 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 5, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
F-308(3)		
3034	23-final	Roy L. Houck Jr.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22307	B-51947	$ 5,327.38	Dec. 5, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Nicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1949

Time Extensions: to Aug. 16, 1950 without penalty

Completion Date: Aug. 16, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-8-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
H B Glaisyer

Warrant Mailed: DEC [illegible] 1952
A A Nicklander

NOTED ON CARD
12-9-52 [illegible]

RECEIVED
NOV 12 1952
FOR FILING

E-302(3)
3034

November 10, 1952

Baggins Insurance Agency
General Casualty Company of America
273 North Church Street
Salem, Oregon

Gentlemen:

State Highway Contract No. 3034 for grading and bituminous macadam surfacing on the Lost Creek-Lowell Section of the Willamette Highway in Lane County was completed by the contractor, Roy L. Houck, Jr., August 16, 1950, and was formally accepted by the Highway Commission on September 26, 1950.

Final payment in the amount of $5,327.38 will be released to the contractor on or after November 20th. The total contract amount is $303,742.01 of which amount $1,800.48 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention: Surety Department

Noted on card
11-10-52
M. L.

RECEIVED
OCT - 1952
FOR FILING

FORM E-99 57,000 4-52 00000
7 308 3
3034

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23rd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

I attach hereto price agreement on the Lost Creek-Lowell Section which has been in Mr. Probert's office for some time, as he did not feel the price agreement was justified.

I am also attaching a letter from Mr. Clymer who has analyzed the claim and feels, since the borrow was taken in the most difficult cut included within the Class "A" excavation, that it would not be illogical to allow the claim, particularly since it is only some $800.00 on a $300,000 contract.

We have had several conferences with Mr. Houck on this matter and have been unable to confince him that a small section such as this should not be singled out from a big job whose yardage and haul were in very close agreement with the bid quantities, but it seems to be a very important point with him. I, therefore, recommend that the price agreement be approved in order to settle the contract.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:Ac
Enc. 2

RECEIVED
OCT 24 1952
Office of
STATE HIGHWAY ENGINEER

RECEIVED
FEB 8 1951
FOR FILING

I-308(3)
3034

February 7, 1951

General Casualty Co. of America
Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Gentlemen:

The State Highway Commission is ready to make a revised semi-final payment to Roy L. Housk,Jr. on contract No. 3034, for grading and surfacing on the Lost Creek-Lowell Section of the Willamette Highway in Lane County. This payment is in lieu of the final payment which we advised you on October 10, 1950 would be made on or after October 20.

In order to release to the contractor an additional payment, pending certain adjustments, we are making this revised semi-final payment in the amount of $4,493.09 on or after February 17, 1951. The retained percentage is $4,545.18.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Department

NOTED ON CARD
2-7-51, gl

RECEIVED
FEB 5 1951
FOR FILING

4-308(3)

January 30, 1951

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In your letter of August 21, 1950 you advised that an inspection of Project F-308 (3), Lost Creek-Lowell Section of the Willamette Highway, indicated that the shoulders had not been constructed to the approved standards.

You are advised that our Maintenance Department has now completed the topping of shoulders on this project with crushed materials and they are in a satisfactory and uniform condition.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

FORM E-20 20M 8-50 42200

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #2118, Mr. Lytle has placed additional shoulder material on the Lost Creek-Lowell Section.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 21, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of a recent inspection of F-308(3) Lost Creek-Lowell Section of the Willamette Highway, on which the contractor has informally been released, indicates that the depth and width of 3/4"-0" shoulder material does not conform to the approved standards as shown on the typical sections.

In general, shoulder material placed is insufficient to adequately cover the heavy gravel topping material. Presumably this shortage results from the necessity of using more 3/4"-0" material in the leveling course than designed thus reducing quantities available for shoulders. In a similar instance on another project the State with its own forces used crushed reject material to build up the shoulders and cover the heavy gravel topping. To the end of obtaining satisfactory smoothness and appearance, we suggest a comparable operation on F-308(3). Please advise as to any corrections you propose.

Very truly yours,

T. E. DAVIS
District Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
FOR FILING

F-308(3)

3034

January 29, 1951

Shell Oil Company
1220 S. W. Morrison Street
Portland 5, Oregon

Attention: Mr. R. H. Forbes

Gentlemen:

In reply to your letter of January 26, 1951, concerning State Highway Contract 3034 awarded to Roy L. Houck, Jr., we can advise that the contract was completed on August 16, 1950, and accepted by the Commission on September 28, 1950. The total amount earned by the contractor is $302,959.81. There is still payable to him a sum of approximately $9,000.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

SHELL OIL COMPANY

1220 S.W. MORRISON STREET
PORTLAND 5, OREGON

TELEPHONE ATwater 7321

January 26, 1951

OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Re: Roy L. Houck, Jr. - Eugene
Contract No. 3034

It will be appreciated if you will tell us on what date this contract was completed and accepted by your office, or if the contract is not finished, please advise the percentage of completion and the amount of money paid to the contractor.

A self-addressed envelope is enclosed for your convenience.

9038.27 secured over the phone

Very truly yours,

SHELL OIL COMPANY

Encl.

R. H. FORBES
Division Credit Manager

RECEIVED

RECEIVED
OCT 19 1950
FOR FILING

7.302(3)
3034

October 17, 1950

Mr. Ray L. Houck, Jr.
1585 South 20th St.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 26, 1950, had under discussion your request for an extension of time of 30 days, from July 31 to August 31, 1950, within which to complete your contract No. 3034 covering the Lost Creek-Lowell Section of the Willamette Highway, Lane County.

I am pleased to inform you that the Highway Commission granted you an extension of time from July 31 to August 16, 1950, the date of completion, without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc: K. D. Lytle,
Division Engineer

J. C. Chapman
Resident Engineer

H. G. Smith

NOTED ON CARD
10-17-50 JC

RECEIVED
OCT 10 1950
FOR FILING

7-208(a)
3054

October 10, 1950

General Casualty Co. of America
Huggins Insurance Agency
373 E. Church St.
Salem, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3054, for work on the Lost Creek-Lowell Section of the Willamette Highway in Lane County, has been completed by the contractor, Ray L. Houck, Jr., and that final payment in the amount of $9,038.87 will be made on or after October 20, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $302,959.81, of which amount $1,800.40 represents force account items. This contract was completed August 16 and accepted by the Highway Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Surety Dept.

NOTED ON CARD
10-10-50 gl

30R(3)
34

September 21, 1950

Request for Extension of Time
No. 15
September 26-29 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Ray L. Bonar, Jr., for an extension of time on Contract No. 5034 from July 31, 1950 to August 31, 1950.

Extremely wet subgrade and inspection on the part of the Army Engineers as to whether or not a change would be made on the Bandon Jetty delayed this contract several months. During the 1950 season, he was forced to remove considerable material which was unstable for subgrade and was forced to delay action until the subgrade could be dried out.

The contractor has requested an extension to August 31; however, this project was completed on August 14, 1950. I would recommend the extension to that date without penalty. Mr. I. H. Boyle of the Bureau of Public Roads concurs in this request.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
SEP 13 1950
FOR FILING

7308(3)

September 11, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to our request for extension of time, to August 16, 1950, on Oregon Project F-308 (3), Lost Creek-Lowell Section of the Willamette Highway.

There was some delay in entry upon certain rights of way, due to legal technicalities beyond our control. Upon filing of condemnation proceedings we were of the opinion that the rights of way, or entry thereon, were well secured. However, the contractor's failure to complete the project within the time limit was only very indirectly connected with this item.

The principal reason for non-completion by September 30, 1949 was delay caused to the contractor by the inability to definitely determine whether a change in the Dexter dam would overflow the highway. Some two months time was consumed in trying to work out a satisfactory solution to this matter. We were able to get no assurance from the Army Engineers that they would pay the costs if any were incurred by raising the highway, and we, therefore, proceeded with the original plans.

Due to this delay the contractor had to complete his work in 1950, and, due to the extreme saturated condition of the subgrade, satisfactory embankments could not be made until materials had dried. As an example of difficulty under which the contractor was operating, I quote a few excerpts from the Field Engineer's Weekly Reports:

Week Ending May 27, 1950:

"The contractor started work Wednesday with his dragline shovels, removing slides and cleaning ditch line in the cut at 767 to 776. This material was unsuitable for use in embankment and was wasted."

Week Ending June 10, 1950:

"Blue mud from the bottom of the cut, Station 768 to 776, and other unsuitable material is being wasted. Hard showers Tuesday night and Wednesday caused shut down for two days."

Week Ending June 24, 1950:

"The dragline shovel was used in excavating the sub at 768 to 776.....Work was delayed several times by showers."

Week Ending July 1, 1950:

"The drag line was operated Monday and Tuesday stockpiling gravel on the bar to drain. This was being done to prevent excess water being added to the soft grade in the sand sub on the east end of the job."

Week Ending July 8, 1950:

"Surfacing being laid 768 to 776.....Subgrade is rubbery under surfacing."

You will note from the above that the contractor was unable to advance the progress of his work by reason of subgrade conditions beyond his control. In order that the surfacing and subgrade be stable before placement of bituminous macadam wearing surface it was necessary to delay the oiling operations until the latter part of July and first part of August, 1950.

On the basis that earlier completion by the contractor would have rendered an unsatisfactory surfacing and bituminous macadam, we believe the contractor is fully entitled to the extension of time as requested, without penalty. I, therefore, request that you concur in an extension of time on Contract No. 3034 from September 30, 1950 to July 31, 1950.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. H. G. Smith

OREGON DIST
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

September 1, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

MAILED
W. C. WILLIAMS

Dear Sir:

Reference is made to Mr. Williams' letter of August 31st requesting concurrence in an extension of time, without penalty, from July 31, 1950 to August 16, 1950 to Roy L. Houck, Jr., contractor on Oregon project F-308(3) Lost Creek-Lowell Section of the Willamette Highway.

The progress made by the contractor has been the subject of previous correspondence and satisfactory justifications have been meager.

Bids were opened for this work June 28, 1948 and concurrence in award to low bidder given upon receipt of your wire of July 6, 1948 that all rights of entry were obtained. The completion date was September 30, 1949.

Several inquiries were made as to rights of way on this project principally at the request of Senator Morse and on August 24, 1948 Mr. De Souza wrote the contractor might not be able to get on the property quite as soon as he would like.

Apparently the contractor was permitted to work at such speed as he pleased since there was a rumor the U.S. Engineers might construct the Dexter Dam. These matters are all covered by correspondence.

However, on January 24, 1950 the State requested our concurrence in an extension of time to July 31, 1950 giving as a reason the statement that difficulty was experienced in securing permission for the contractor to enter upon certain rights of way because of failure of certain property owners to remove fences and buildings which they were obligated to do. This was replied to in our January 27, 1950 letter indicating we could not waive the penalty if delay was caused by the contractor being refused permission to enter on the work, due to right of way difficulties.

Your attention is called to the last paragraph of General Administrative Memorandum No. 58, since your wire of July 6, 1948 advised rights of entry were obtained.

Since no reply was made to our January 27th letter, no further action has been taken and we have not concurred in the extension of time from September 30, 1949 to July 31, 1950.

What seems to be required is that since we are unable to waive the penalty for extension due to right of way difficulties, we be definitely advised if delays were due to right of way and if so, then how much. Also justification for extension due to other reasons should be submitted.

Action on your letter of August 31st will be withheld pending receipt of your reply.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

RECEIVED
SEP 7 - 1950
FOR FILING

Z 308(3)
3034

September 7, 1950

General Casualty Co. of America
Huggins Insurance Agency
373 North Church St.
Salem, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Ray L. Houck,Jr., on contract No. 1034, covering the Lost Creek-Lowell Section of the Willamette Highway in Lane County. This payment, in the amount of $15,029.39, will be made on or after September 18, 1950. The retained percentage is $9,090.36.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD
9-7-50 (

RECEIVED
SEP - 1 1950
FOR FILING

4308(3)
3034

August 31, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3034, Lost Creek-Lowell Section of the Willamette Highway, Ore. 7-308 (3) from July 31, 1950 to August 16, 1950 to Ray L. Houck, Jr.

The Contractor was delayed to a considerable extent because of extreme moisture in several cuts which necessitated him opening them up and permitting them to dry out. Also, abnormal weather during the month of June slowed up his oiling and surfacing operations.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

Form B-1—826—8-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

7308(3)

For Week Ending August 26, 1950

Section Lost Creek - Lowell

Highway Willamette

Contractor Roy L. Houck Jr.

Date of contract July 6, 1948

Date work started July 14, 1948

Amount of contract . . . . . $ 295,030.50

Estimated cost of completed project, exclusive of engineering . . . . . $ 306,747.04

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $ 33,198.52, ... %

Kind of work Grading & Bit. Mac. Surf.

Section prefix 20-1054

Contract number 5034

Date of completion Sept., 1949

Estimated date of completion Aug. 15, 1950

Per cent of time elapsed ——— %

Date project was completed August 16, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Three men worked all week on semi-final estimate which was forwarded to Roseburg Friday.

Last work done on the contract was Aug. 16. Notification was with held pending decision as to additional shoulder material and inspection by K.D.Lytle , which was made the 24th.

If additional material is added it will be rejects by State force orde:.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

NOTED
E. M. [illegible]

Signed J. C. Chapman

Address 2141 East 15th. Street Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 28 1950
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 38842

RECEIVED
AUG 23 1950
FOR FILING

Indexed
Alphabetically
Snyder, R. M.

F-308(3)
3034

August 22, 1950

Mr. Robert M. Snyder
Lowell
Oregon

Dear Mr. Snyder:

We have your letter of August 21 requesting the Highway Department to withhold $35 from Mr. Houck's estimate on the Lowell construction job.

This could not be done without additional information, and should not be settled in this manner. The amount of your damages should be taken up with Mr. Houck or his insurance company. Contractors are insured against accidents such as the one you have described, if it can be determined that the contractor was negligent in handling his job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW:bl

Lowell, Oregon
21 August 1950

RECEIVED
AUG 28 1950
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon

Gentlemen,

My car, driven by my wife, was damaged to the extent of approximately $35.00 by a boulder concealed in a windrow of gravel on highway being constructed near Lowell, Oregon, by Roy Houck.

Although this happened last spring, and although I have repeatedly asked Mr. Houck to reimburse me for the damages, he has not yet done anything except to stall me off.

Inasmuch as his job is complete, I ask at this time that you withhold final payment until he has settled with me for the damages to my car.

Yours truly,
Robert M. Snyder

Robert M. Snyder
Lowell, Oregon.

OT 161 FORM
JAN 1950 571

RECEIVED
JUN 28 1950
FOR FILING

F-309(5)
3034

(Copy returned to:
Const
Approach Roads)

June 22, 1950

F-309(3)
3034

Oregon State Highway Commission

Gentlemen:

I send you herewith a copy of a petition presented by the citizenry of Dexter. This petition was submitted last winter, and subsequent to receipt of the same, Mr. F. C. Williams, Assistant Highway Engineer, and Mr. F. S. Greenall, Traffic Engineer, met with a delegation of Dexter people at Dexter and went over each question brought up in the petition and made an inspection of the area on the ground.

As a result of the investigations made, it was determined that action should be taken on the requested items as follows:

1. Access between the new and old highways west of Dexter, which is now only 17 feet wide, to be widened to a surfaced width of 24 feet. No action is recommended as to the house located at the intersection, as the investigation indicated that the house did not obstruct vision if vehicles came to a stop as required on the access road before entering the highway.

2. The connection between the old and new highways east of Dexter was indicated to present some hazard by reason of sight distance, and it was agreed that this intersection should be improved by widening and providing for separation of traffic on the old road as traffic leaves or enters.

The request that all approach roads be widened to at least 30 feet of surfacing is not justified, as the main highway itself is only 24 feet. A width of 22 feet for the access roads is adequate.

In addition to the items set forth in the petition, the Dexter people further requested that a culvert under the old highway be lowered and that the old highway through the town of Dexter be repaired before it is turned over to the county for maintenance. It was agreed that the culvert would be lowered, providing the form of Dexter improved outlet and inlet ditches to the culvert, and it was also agreed that the State would patch up the old highway before turning it back to the county.

Summing up the above, it is recommended that the east and west access roads be improved as above described, that the culvert be lengthened if the Bonker people improve Inlet and outlet ditches, and that the old highway be patched. The overall cost of the above items is approximately $1,000, and I believe this expenditure is well justified in order to improve conditions at Bonker, which has been completely by-passed by the new highway. The $1,000 expenditure would be covered by the existing contract on the last Grant-Lowell Section, and no additional project authorization is required. The plans as outlined above are, in general, satisfactory to the people of Bonker, and performance of the same should entirely dispose of the controversy.

This matter will be on the next agenda, and I recommend your approval of the improvements recommended at an over-all cost of approximately $1,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:mm

Enclosure

cc Mr. W. C. Williams
Mr. F. E. Crandall
Mr. H. G. Smith

C
O
P
Y

P E T I T I O N

TO THE STATE HIGHWAY COMMISSION
SALEM, OREGON

The undersigned hereby petition your Honorable Body to modify and improve the proposed means by which access is to be made to and from the new highway from the old, at the points both East and West of the Town of Dexter, Lane County, Oregon, as follows;

To permit traffic traveling Easterly on the new highway to enter the old highway where the two highways intersect near the Lost Creek Bridge, West of the Town of Dexter, and permit traffic leaving Dexter going East to enter the new highway at the point of intersection of the old and the new highway East of Dexter. That traffic on the old highway between the intersection of the old highway and the new access road just East of said intersection be one-way traffic going East.

To permit traffic on the new access road West of the Town of Dexter to travel both North and South, and to enter the new highway on a square turn either East or West. That all traffic leaving Dexter going West on the old highway shall enter the new highway by the access road West of the Town of Dexter.

To allow traffic approaching the Town of Dexter from the East on the new highway to enter the old highway at the East end intersection on a square turn around an island. That said intersection of the old highway with the new East of Dexter be more fully improved and that an island at said point be created allowing for traffic to make a square turn when entering the old highway from the new at the intersection of the two highways East of Dexter.

To permit all traffic going East from Dexter on the old highway to enter the new highway at the point of the intersection of the old and new highways East of the Town of Dexter.

To create and establish an island between the point of intersection of the old highway and the new East of Dexter and an access road between the two highways just West of said island over which traffic may travel both North and South.

That the foregoing modifications and improvements will eliminate traffic hazards and be highly beneficial to Dexter and vicinity. That under the present proposed arrangement for the flow of traffic the Town of Dexter is virtually cut off.

The following reasons among others are given for making this application for change in said roads:

1. The new access road between the new and old highways West of Dexter is narrow, having only 17 feet of roadway surfaced.

2. A house is located just West of the intersection of the access road West of Dexter and the new highway obstructs the view of traffic.

3. The proposed access road between the new and old highway East of Dexter approaches the new highway through a deep cut thus creating a serious hazard to traffic approaching the intersection of the new highway and the Lost Creek road.

4. The access roads as they are now proposed are wholly inadequate to serve the needs of the people of the Town of Dexter and those who have business therein.

5. The present plan definitely defeats the normal growth and development of the Town of Dexter.

6. It is proposed that all entrances be improved to the least possible grade with at least 30 feet of the surfaced proposed roadways finished and in usable condition back to a distance of 500 feet from the intersections at both points East and West of Dexter where the old and new highways intersect.

(Signed by 752 persons)

Dexter

Salem, Oregon
April 13, 1950

Mr. E. A. Collier

The citizens of Dexter have complained as to the inadequacy of the entrance provided to the new Willamette Highway west of Dexter, said connection being just east of Lost Creek. The connection is indicated in blue shading on the attached sketch map.

The connecting road was built to a width of only 16 feet, which is too narrow, and the oil surfacing has almost completely deteriorated.

At such time as your oiling crew is engaged in reoiling the failed sections of the Willamette Highway between Pleasant Hill and Lowell, will you please arrange to have the approach road reoiled to a width of 20 feet. It may be necessary to lengthen the culvert pipe near the intersection, but this I doubt.

W. C. Williams

WCW:ms

Encl.

cc Mr. K. D. Lytle

FILING

Salem, Oregon
April 13, 1950

Mr. H. G. Smith

You will remember that people of Dexter have been quite disturbed as to connecting roads from Dexter to the new highway. You attended, I believe, one meeting at the Governor's office relative to this matter.

In March, Mr. Crandall and I conferred with the local citizenry of Dexter and went over, on the ground, the many and varied requests they had. One request, it was conceded, had considerable merit and that was the connection to the new highway east of Dexter. It was the opinion of Mr. Crandall and it is also my opinion that a better connection, with less hazard, is available at the intersection of the old road with the new highway. Mr. Crandall has made a sketch of a satisfactorily channelized intersection, a copy of which is attached. Will you please have Mr. Lytle work up the necessary data for the construction of this connection and have it included in the work being performed by Roy L. Houck on the Lost Creek-Lowell Section. Please advise me of the estimated cost before work is started.

W. C. Williams

WCW:ms

Encl.

cc Mr. K. D. Lytle
Mr. F. B. Crandall

...ING

FORM E-20 25M 8-49 54652

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 4, 1950

SUBJECT: Minor Improvements
ORE58 - Vicinity Dexter

To: W. C. Williams

NOTE
W. C. WILLIAM

Following up on recent discussions had with Dexter citizenry, I transmit herewith two copies of prints showing the easterly and westerly Dexter junctions. On the sketches I have attempted to show (without too much detail) the proposed changes as per your verbal discussion and as indicated in the conferences had.

I have not attempted any cost estimate of work as indicated, feeling this was somewhat out of my field and that you would turn the matter over to Construction for preparation of cost estimate.

F. B. Grandall
Traffic Engineer

FBC:LJ
Attachment

FORM E-20 SSH 1-49 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1950

SUBJECT: Willamette Highway - Dexter Culvert

To: Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Sir:

You advised me that a request had come to lower the culvert near Dexter, on the old Willamette Highway, and asked for information.

This is a 24" concrete culvert, 30' long, and was placed in 1923, when this section was graded. It is 700 feet east of the Dexter Store, and the ground is shown as being level, for this 700 feet.

Mr. Ford states that last Spring, a realtor, and some other people, complained about water standing in the field above the Highway, and asked the State to enlarge and lower the culvert. Mr. Ford had seen water standing above the road and told them: "I think putting in a bigger culvert and lowering it would remove this trouble, and I will make a report, but can not do anything with the culvert unless approval is given by the Salem Office". Mr. Lytle did not approve, and told him to do nothing until further notice.

I looked at this culvert in December, 1949. It is in a small ditch, and was placed as low, or lower, than the original ditch. Since this has served for 27 years, and we have built a new line and abandoned this old line, I recommend that we refuse to lower or change this culvert.

Mr. Ford has seen no trouble there this winter.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc: W. W. Stiffler

H. V. JOHNSON
ATTORNEY AND COUNSELLOR AT LAW
[redacted]
EUGENE, OREGON
65 E. Broadway
February 14, 1950

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. W. C. Williams
Assistant State Highway Engineer

Dear Mr. Williams:

In answer to your letter of February 9th, please be advised that March 16th at 11:00 o'clock AM will be a satisfactory time for you to come to Dexter, Oregon, to meet with the Chamber of Commerce Committee regarding the changes proposed in the highway in their petition filed with the Commission sometime ago.

If you will come to the Willamette Threatre, which is a central location in the Village of Dexter, at about 10:30 or 11:00 on that day the Committee will be there to meet you and point out to you the changes requested.

Yours truly,

H. V. Johnson.

HVJ:bmm

NOT
W. C. WILLIAMS

STATE HIGH

File

Dexter

February 9, 1950

1554

Mr. F. V. Johnson, Attorney
65 E. Broadway
Eugene, Oregon

Dear Sir:

If it is agreeable with the members of the Dexter Chamber of Commerce I would appreciate meeting with them at Dexter, Thursday, March 16, at 11:00 A. M.

If this is satisfactory please advise me as to the meeting place in Dexter, and I will be at that place at 10:30 A. M., Thursday, if agreeable to all.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

H. V. JOHNSON
ATTORNEY AND COUNSELLOR AT LAW
[redacted]
EUGENE, OREGON
65 E. Broadway
February 8, 1950

Oregon State Highway Commission
Salem, Oregon

Attn: R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

On January 20th you wrote me a letter regarding a proposed meeting between Mr. W. C. Williams, First Assistant State Highway Engineer, and a committee of the Dexter Chamber of Commerce. That said meeting was to be had on the highway at Dexter so that the matters referred to in the petition could be gone over item by item on the ground.

Shortly after I received this letter if communicated with members of the Dexter Chamber and arranged for such a meeting telling them that you would let me know a few days ahead of time when Mr. Willians could come. I neglected to write you telling you of this arrangement thinking that I had done so before. However, this letter is to tell you that if you will let me know a little before hand when Mr. Williams can come I will communicate that information to some of the leaders at Dexter tnat you will arrange to meet him at the appointed time there on the ground.

I wish to thank you for your continued interest in the modifications that are being sought by the committee at Dexter.

Yours truly,

H. V. Johnson

H. V. Johnson.

HVJ:bmm

ENG

January 20, 1950

1554

Mr. H. V. Johnson, Attorney
65 E. Broadway
Eugene, Oregon

Dear Mr. Johnson:

During the latter part of November we received from you a petition relative to modification and improvement of means of access between the new highway and the old highway and the town of Dexter, as well as some drainage matters set forth in your letter. We did not have time to make the necessary engineering investigation of the items for which consideration was requested in time to present the matter to the Highway Commission at its December meeting. The weather during the past three weeks has been extremely unfavorable to make an investigation, and, therefore, we do not as yet have all the facts we should have.

I believe the best manner of handling this would be for Mr. W. C. Williams, First Assistant State Highway Engineer, to meet with you and some of the people of Dexter and go over on the ground, item for item, the things that the residents of Dexter feel should be done. If this meets with your satisfaction, Mr. Williams will arrange with you for a meeting just as soon as the weather permits, which certainly should be some time before the end of January.

If you will advise me as to whether this is satisfactory with you, Mr. Williams will contact you by telephone and arrange a date mutually satisfactory for the field inspection.

May I hear from you at an early date regarding this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

HCW:ma

January 18, 1950

Oregon State Highway Commission

I attach hereto a copy of a petition containing 752 signatures, requesting changes in present access between the newly relocated Willamette Highway and the village of Dexter.

This matter has been carefully investigated, and I personally, accompanied by Mr. Williams, made a field inspection on January 11. It is my opinion that the approaches as constructed are ample to serve the Dexter community.

The old highway, which is a well oiled road for light traffic, is undisturbed through Dexter and connects to the new highway both on the east and west side of the village. The new highway has been constructed as a throughway with limited access, and it is not recommended that any additional entrances be constructed and that unless a definite need is indicated no changes be made in the existing connections.

This matter will be on the next agenda, and the Secretary will have a map indicating the new highway location and the connections thereto from Dexter.

WCW

RHB

WCW:me

Encl.

cc Mr. W. C. Williams
Mr. H. C. Smith

Oregon State Highway Commission

I hand you herewith letter from H. V. Johnson, attorney for the town of Dexter, presenting a petition respecting the approaches to Dexter from both the east and west. Mr. Johnson's letter makes two requests:

1. That the storm drain in Dexter Creek be enlarged and lowered prior to turning the road over to the County. Apparently this has been under discussion for some time, and they feel they were promised it by the Maintenance Department. Therefore, I recommend this be done.

2. They ask that the old road through the town of Dexter be put in good condition before turning it over to the County. I recommend that we retain this road until next spring when it can be put in first class condition before turning it over to the County.

With respect to the request of the citizens regarding the entrance and exit to Dexter, I think their suggestion has considerable merit that where towns are bypassed by the highway, considerable pains should be taken to see that the entrances are landscaped in an attractive manner. Their request, however, involves the removal of several buildings. Therefore, I feel it necessary to take an additional month to study the design and the necessity for such a radical suggestion.

Very truly yours,

cc to: H. G. Smith

ASSIGNMENT No. 1554

H. V. Johnson's letter of 11-23-49 enclosing
for modification and improvement of means by which
ss is made to and from new hwy. to old hwy. east and west of
Dexter

DATE: 11-25-49 ASSIGNED TO: H. O. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply to Commission
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 12-6-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

H. V. JOHNSON
ATTORNEY AND COUNSELLOR AT LAW
[redacted]
EUGENE, OREGON
65 E. Broadway
November 23, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
W. C. WILLIAMS

State Highway Commission
Salem, Oregon

Gentlemen:

I enclose herewith a petition for modification and improvement of the means by which access is made to and from the new highway to the old highway and vice versa, at the points both east and west of the Town of Dexter, Lane County, Oregon.

This petition sets forth in detail the things that are desired.

On Monday the 21st of November 1949 a committee of the Dexter Chamber of Commerce, by appointment, met with Governor McKay, and at which meeting your Mr. Smith, one of the engineers was present. At that time we orally presented our wishes in the matter of these improvements and modifications and this petition, along with 754 names attached thereto, is evidence that a very large segment of the people of the community are vitally interested and concerned about the matter.

Two other matters were called to the attention of the Commission and the Governor at the time of our meeting and which are not as set forth in this petition. They are as follows:

1. Prior to the time the State turned that portion of the old highway over to Lane County it was promised that a certain drain or sewer under the old highway would be lowered and a larger sewer or drain installed. I understand now that this has been turned over to the county but the drain was never changed. In its present condition it is too high and is not large enough to carry the volume of water that must pass through it. The last day or two, during the present rainy spell, the condition has caused a sharp focus to be placed upon it as the water has backed up and a large pond has formed by reason of its inadequacy to carry the water off and by the further reason of it being too high. We feel that this matter ought to be taken care of immediately.

2. The second matter is that of the State assuming some responsibility in repairing the old road through the Village of Dexter as the result of logging trucks using the road. There is considerable of traffic of heavy trucks over this old portion of

the road that we feel the State ought to give consideration to maintaining even though it is turned over to the county.

The committee and myself, as counsel for the Chamber, stand ready at any and all times to furnish any and all information and to render any and all assistance we can to carry out the purposes and requests of this petition.

We trust that you will review this petition carefully, that you will find the requests contained therein and those of this letter to be fair and reasonable and that we may have them granted.

Yours truly,

H. V. Johnson.

Encl

HVJ:bmm

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 10M 12-48 27899

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 22nd, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

At a conference which I attended with the people of Dexter in Governor McKay's office the Governor pointed out that their requests would have to be acted upon by the Highway Commission, and that I would convey to the Commission their requests; that if they were still dissatisfied after the Commission had read their petition, which will be forwarded, and after a study has been made, they should ask for a conference and appear before the Commission in person. The Governor expressed no opinion about the merits of their requests.

The people of Dexter pointed out that they were entirely sympathetic with the idea of throughways which require the bypassing of towns, but they felt that great care should be taken to improve the entrances to towns so that the communities would not be unduly penalized by the bypasses. The requests which they made were as follows:

1. That the culvert in Dexter Creek, which passes through the community, be enlarged and lowered. They consider this a State Highway obligation even if the road is to be turned over to the County, since they had been repeatedly assured the work would be done as soon as men and materials were available.

2. They requested that the abandonment of the road to the County be reconsidered, since they do not consider that the County would keep up the road to the standard of the State Highway Department, and felt that the community should not suffer the damage of a poorly maintained road in addition to the other penalization.

3. They asked that the west entrance at Lost Creek be improved by the purchase and removal of the house now within the intersection, and the landscaping of the grounds so that the approach to Dexter would be conspicuous.

NOTED
W. C. WILLIAMS

4. They felt that the present east entrance which connects with the Lost Creek road is inadequate, and requested that we improve the existing road junction at Station 674+95 by an appropriate entrance with landscaping, and suggested that in all probability the two barns which are close to the junction would need to be removed.

Map is attached.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

C
O
P
Y

Note:
Original Petition
Extra Copies
and Map - filed
Adm-Petitions Lane Co.

P E T I T I O N

TO THE STATE HIGHWAY COMMISSION
SALEM, OREGON

The undersigned hereby petition your Honorable Body to modify and improve the proposed means by which access is to be made to and from the new highway from the old, at the points both East and West of the Town of Dexter, Lane County, Oregon, as follows:

To permit traffic traveling Easterly on the new highway to enter the old highway where the two highways intersect near the Lost Creek Bridge, West of the Town of Dexter, and permit traffic leaving Dexter going East to enter the new highway at the point of intersection of the old and the new highway East of Dexter. That traffic on the old highway between the intersection of the old highway and the new access road just East of said intersection be one-way traffic going East.

To permit traffic on the new access road West of the Town of Dexter to travel both North and South, and to enter the new highway on a square turn either East or West. That all traffic leaving Dexter going West on the old highway shall enter the new highway by the access road West of the Town of Dexter.

To allow traffic approaching the Town of Dexter from the East on the new highway to enter the old highway at the East end intersection on a square turn around an island. That said intersection of the old highway with the new East of Dexter be more fully improved and that an island at said point be created allowing for traffic to make a square turn when entering the old highway from the new at the intersection of the two highways East of Dexter.

To permit all traffic going East from Dexter on the old highway to enter the new highway at the point of the intersection of the old and new highways East of the Town of Dexter.

To create and establish an island between the point of intersection of the old highway and the new East of Dexter and an access road between the two highways just West of said island over which traffic may travel both North and South.

That the foregoing modifications and improvements will eliminate traffic hazards and be highly beneficial to Dexter and vicinity. That under the present proposed arrangement for the flow of traffic the Town of Dexter is virtually cut off.

The following reasons among others are given for making this application for change in said roads:

1. The new access road between the new and old highways West of Dexter is narrow, having only 17 feet of roadway surfaced.

2. A house is located just West of the intersection of the access road West of Dexter and the new highway obstructs the view of traffic.

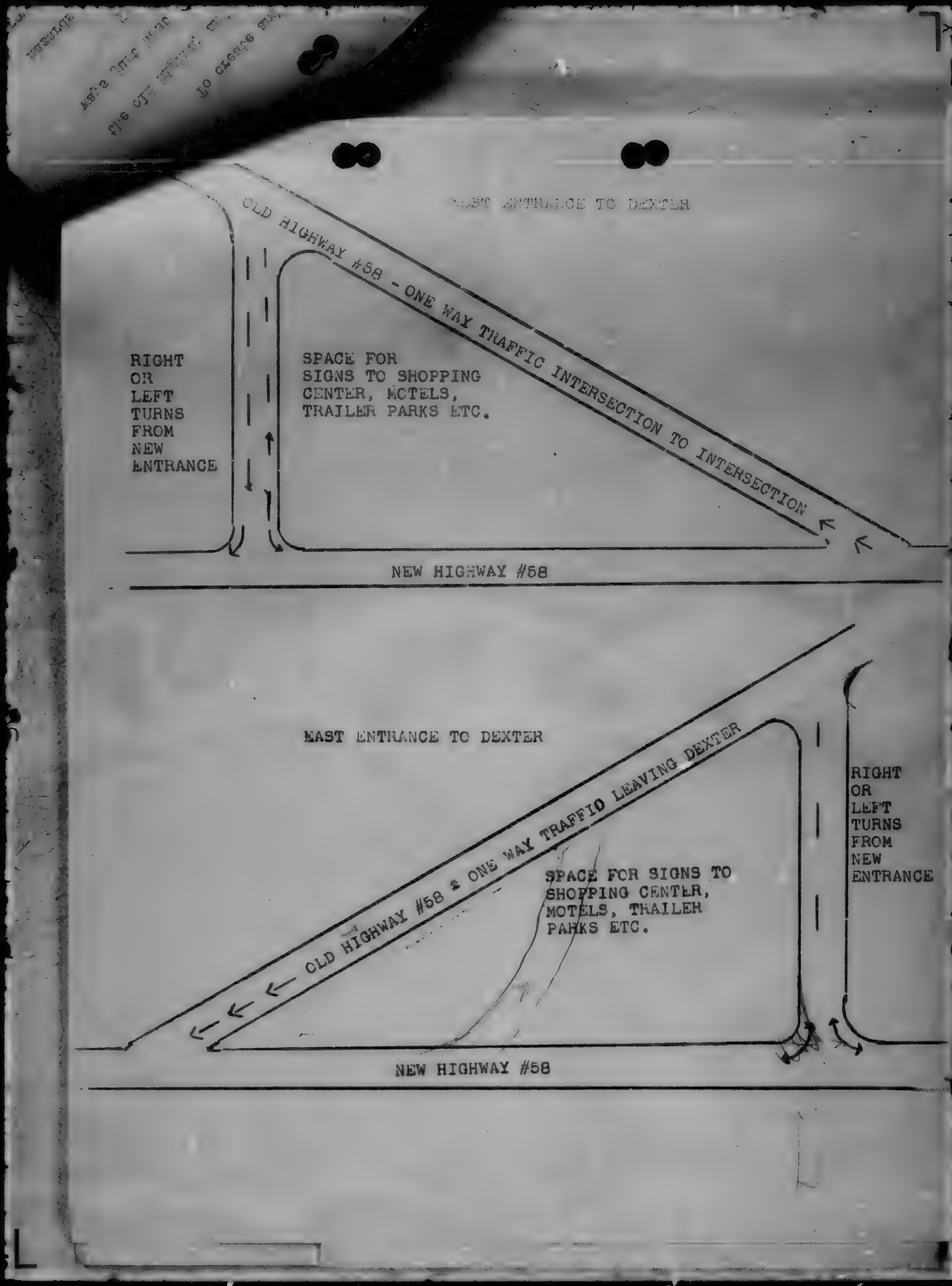
3. The proposed access road between the new and old highway East of Dexter approaches the new highway through a deep cut thus creating a serious hazard to traffic approaching the intersection of the new highway and the Lost Creek road.

4. The access roads as they are now proposed are wholly inadequate to serve the needs of the people of the Town of Dexter and those who have business therein.

5. The present plan definitely defeats the normal growth and development of the Town of Dexter.

6. It is proposed that all entrances be improved to the least possible grade with at least 30 feet of the surfaced proposed roadways finished and in usable condition back to a distance of 500 feet from the intersections at both points East and West of Dexter where the old and new highways intersect.

(Signed by 752 persons)


EAST ENTRANCE TO DEXTER
OLD HIGHWAY #58 - ONE WAY TRAFFIC INTERSECTION TO INTERSECTION
RIGHT OR LEFT TURNS FROM NEW ENTRANCE
SPACE FOR SIGNS TO SHOPPING CENTER, MOTELS, TRAILER PARKS ETC.
NEW HIGHWAY #58
EAST ENTRANCE TO DEXTER
OLD HIGHWAY #58 - ONE WAY TRAFFIC LEAVING DEXTER
SPACE FOR SIGNS TO SHOPPING CENTER, MOTELS, TRAILER PARKS ETC.
RIGHT OR LEFT TURNS FROM NEW ENTRANCE
NEW HIGHWAY #58

JOHN MORGAN
D.L.C. No. 51

Stone

Ralph G. &
Vera Mauney

Stone

Creek

William & Neva Dall

Donald & Sigrid McClure

Henry & G.M.
Susbauer

8

560

570

580

9

HN MORGAN
D.L.C. No. 51

8

ure
& G.M.
quer

A.G. Mc
D.L.C

9

MIDDLE

A.G. McDOWELL
D.L.C. No. 43

MIDDLE

FORK

FORK

15

WILLAMETTE

15

Lot 7

RIVER

WILLAMETTE

Lot 6

"B" Lot 4

domaias State Hwy.

Dec. 19, 1944

6+36

4" Cedar Stake

WILLAMETTE RIVER

UNIT "B" Lot 4

To be Abandoned as State Hwy. A&R Resol. 121, Dec. 19 1944

706+35

GRAVEL BAR

Lot 5

N.S.C. Amanda Russell

Lot 6

Foster Fiber Fish

4" Cedar Stake

562.2+4 E

Helen Howard

62°24'

UNIT "C"

726+95

+35.00

Wm. Bowen

P.L. Rod

669

Lot 12

100 S.P.

54°00

60.5

N.S. & Amanda Russell

705+66.83 P.C.S.

400

54°00

60.5

708+05

709+66.83 P.T.S.

F.A. & Daisy C. Hills

To be Abandoned as State Highway A&R Resol. 121, Dec. 19, 1944

Harry

2°C.R.

Δ 16°13'

T 815.06

ROWLAND

C. No. 44

WILLAMETTE

UNIT "B" Lot 4
To be Abandoned as State Hwy.
A&R Resol. 121, Dec. 19 1944

706+35

Lot 3

Walter W. & Marthi Ann Keeney

2° C. L.
Δ 26° 46'
T 109°.56

682+68.70 P.C.S.

400' Sp.
S 4° 00'
a 0.5

684+25

682+68.70 P.T.

L Road

Wm. Bowen

Lot 12

683+56.00 P.S.

400' Sp.
S 4° 00'
a 0.5

N.S. & Amanda Russell

705+66.83 P.C.S.

400' Sp.
S 4° 00'
a 0.5

708+05

709+66.83 P.T.

2° C. R.
Δ 16° 13
T 815.06

Club

660

669+30.87 P.S.C.

670

Robt & Katie Mauney

Ed. & Maude Bowen

674+95

Sally L. Grayum

Mary & Bud Kintzley

LOWRY B. ROWLAND
D.L.C. No. 44

Lot 3

Walter W. & Marthi Ann Keeney

Léon L. Bastian et ux

Lawrence B. Edna N. Stevens

C.R. Parker

D.H. Parker

Upper Willamette Rod & Gun Club

Wm. & Chas. Pardee

Robt & Katie Maunder

R.G. & Myrtle G. Castleman

Lewis Lbr. Co.

Ed. & Maude Bowen

Mary & Bud Kintzley

Sally L. Grayum

LOWRY B. RO
D.L.C. N

DEXTER

16

2° C. L.
J 26°46'
T 1097.56

1½" I.P. pipe

400' S.P.
S 4°00'
@ 0.5

665+30.37 P.S.C.

669+30.37 P.S.C.

682+68.70 P.C.S.

684+98.70 P.T.

674+95

1. Pin

A.G. McDOWELL
D.L.C. No. 43

George W. & Alma H. Butler

Gayle Neet

Ruth Parker

George Newcomb

Lawrence B. & Edna N. Stevens

C.R. Parker

D.H. Parker

Léon L. Bastian et ux

Katherine B. & Elmer Olsen

Stone

R.G. & Myrtle G. Castleman

Lewis Lbr. Co. Flume

Wm. & Chas. Pardee

16

To be Abandoned as State Highway
No 121 A & R Resol. Dec. 19, 1944

UNIT "A"

EXTER

8

A.G. McDO
D.L.C. N

George W. & Alma H. Butler

C. J. & O. E. Bedell

W. W. Chrismon

Katherine B. & Elmer Olsen

JOHN STOOP
D.L.C. No. 41

Stone

580

590

600

610

620

38°28'

51°41.57

329.62

77°30'

2+31.0

6+30.5

86°30'

51°52'

7+33.4

To be Abandoned as State Highway
No 121 A.&R. Resol. Dec. 19, 1944

UNIT "A"

Ralph G. & Vera Mauney

Stone

Creek

William & Neva Dall

8

Donald & Sigrid McClure

Henry & G.M. Susbauer

560

570

580

590

J.A. & Vina Higgins

561+61.99 P.C.S.

250' Sp.

5037½

20.2

564+11.99 P.T.

Lost

567+55

Henry C.

Ruby Mathews

Clara Miller

Lot 1

I. Pin

529.62

C. J. & O. E. Bedell

S.H. Jacobs

0°30' C.R.

Δ 9°44'

T 1226.73

Stake

WILLIAM McCALL
D.L.C. No. 39

Stone

JOHN STOOP
D.L.C. No. 41

JOHN
D.L.C. No

Stone

Stone

JOHN STOOP
D.L.C. No. 41

Katheri

To be Abandoned as State Highway
No 121 A.&R Resol. Dec. 19, 1944

UNIT "A"

17

Katherine E

Lewis Lbr. Co. Flume

R.G. & Myrtle G. Cas

16

Chas. Par

R

To be Abandoned as State Highway
No 121 A & R Resol. Dec. 19, 1944

UNIT "A"

DEXTER

EXHIBIT A

APPROVED:

STATE HIGHWAY ENGINEER

ATTEST:

SECRETARY

EXHIBIT A

APPROVED:

STATE HIGHWAY ENGINEER

ATTEST:

SECRETARY

16

Robt & Kafie Maun

Ed. & Maude Bowen

Mary & Bud Kintzley

674+95

Sally L. Grayum

LOWRY B. ROWLA
D.L.C. No.44

THOMAS BARBREE
D.L.C. No.47

Sally

LOWRY B. ROWLAND
D.L.C. No. 44

8

22

HOMAS BARBREE
D.L.C. No. 47

RECEIVED
JUN 23 1950
FOR FILING

7.3.8(3)

June 22, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the placing of rock rip rap in slide areas of cuts on the Lost Creek-Lowell Section of the Willamette Highway in Lane County, Contract No. 1034, in connection with Federal Aid Project No. F-308 (3).

This work is necessary to stabilize the cut slopes and protect access roads and ditches from further slides.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Asst. State Highway Engineer

Encl.
HCWrmd

RECEIVED
APR 17 1950
FOR FILING

7308(3)
3034

April 14, 1950

Watson D. Robertson
Attorney at Law
610 Dekum Building
Portland 4, Oregon

Dear Mr. Robertson:

To give you the information requested in your letter of April 6, 1950, I quote below information received from Mr. J. C. Chapman, Resident Engineer on the job concerned. I trust that this is the information you want.

"Roy L. Houck, Jr., started work on contract No. 3034 on July 14, 1948, shut down in December of 1948 and resumed operations Feb. 28, 1949. The date mentioned in Mr. Robertson's letter, September 5, 1949, was Labor Day and the contractor was shut down.

Our standard warning signs "Construction, Next 10 Miles, Drive Carefully", were in place, one east of the east end of the Houck contract and the other at Pleasant Hill west of the Haints project. On September 4th and 5th traffic was diverted at the Lost Creek bridge from the new highway to the old road through Dexter. Amign "Slow, Detour Ahead" was in place, west of the bridge, and the new road was barricaded, and marked with detour signs and a light at night. It was reported to me that this barricade was damaged by traffic the night of September 4th, and replaced by the contractor the next morning. East of Dexter the traffic was routed along the old road, crossing the new highway at several spots. Barricades and "Detour" signs were in place where required."

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

KEO:ts

FORM E-90 25M 1-49 29089

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 13, 1950
Salem, Oregon

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

O F F I C E

NOTED
H. B. GLAISYER

Dear Sir:

In accordance with your note and the attached letter from Mr. Watson D. Robertson, I have had our Field Engineer supply the answers to Mr. Robertson's questions.

I am attaching hereto copy of his letter for your information.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

FORM 10 Robertson
DATE 4/14

C O P Y

FORM E-30 25M 1-49 20023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
April 12, 1950

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Sir:

This is in reply to your letter of April 7, 1950, asking for certain information on the Lost Creek-Lowell contract for the benefit of Mr. Watson D. Robertson.

// Roy L. Houck, Jr., started work on contract No. 3034 on July 14, 1948, shut down in December of 1948 and resumed operations Feb. 28, 1949. The date mentioned in Mr. Robertson's letter, September 5, 1949, was Labor Day and the contractor was shut down.

Our standard warning signs "Construction, Next 10 Miles, Drive Carefully", were in place, one east of the east end of the Houck contract and the other at Pleasant Hill west of the Heintz project. On September 4th and 5th traffic was diverted at the Lost Creek bridge from the new highway to the old road through Dexter. A sign "Slow, Detour Ahead" was in place, west of the bridge, and the new road was barricaded, and marked with detour signs and a light at night. It was reported to me that this barricade was damaged by traffic the night of September 4th, and replaced by the contractor the next morning. East of Dexter the traffic was routed along the old road, crossing the new highway at several spots. Barricades and "Detour" signs were in place where required. //

Very truly yours,

J. C. Chapman (Signed)

J. C. Chapman
Resident Engineer

cc. Mr. K. D. Lytle

DONALD M. LEHMAN ATWATER 0003 WATSON D. ROBERTSON

LEHMAN & ROBERTSON
ATTORNEYS AT LAW
[illegible] BUILDING
[illegible] S. W. THIRD AVENUE
PORTLAND 4, OREGON

April 6, 1950

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

Referring to your letter of December 30, 1949, and in answer to mine, and advising that your contract No. 3034 with Roy L. Houck, Jr., Contractor, of Salem, Oregon, was probably the one covering highway construction of Highway 58, about 25 miles west of Oak Ridge, on September 5, 1949. Assuming that contract No. 3034 is the one that I am interested in, I wonder if your office would have information as to when Mr. Houck commenced construction on this hiway; also, whether or not warning signs were placed at a point west of the detour past the Houck construction and if so, when such signs were placed. Another point I am interested in, if there were warning signs, what were the nature of the signs and their warning.

Any information you can furnish in answer to the above questions will be gratefully received.

Very truly yours,

Watson & Robertson

Watson D. Robertson

ANSWERED
H. B. GLAISYER

WDR/ehg

REFERRED TO
[illegible]
BY SECRETARY

can you get me the information so I can reply to this?
HBG

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[illegible]

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FOR FILING

F 308(3)
2.34

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22, 1950

SUBJECT:

To: Mr. W. C. Williams

NOTED
W. C. WILLIAMS

L

I have read with interest Mr. White's report on the failure of the Lost Creek-Lowell Section of the Willamette Highway. I would like to discuss that with you sometime.

R. H. Baldock

RHB:hi

APR 1 1950
FOR RUNOFF

FORM S-20 REV. 5-46 32204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7, 1950

SUBJECT:

To: R. H. Baldock
W. C. Williams
W. W. Stiffler
H. G. Smith
E. A. Collier

L

Herewith copy of report by O. A. White on the "Failure of Lost Creek-Lowell Section of the Willamette Highway" for your consideration.

M. M. Finkbiner

M. M. Finkbiner
Engineer of Materials

MMFth

Enc.

NOTED
W. W. STIFFLER

REPORT ON FAILURE OF LOST CREEK-LOWELL SECTION
OF WILLAMETTE HIGHWAY

This report is in continuation of the attached report on the failure of the Pleasant Hill-Lost Creek Section of the Willamette Highway. The purpose of continuing the investigation was to determine the differences in condition of the base materials between the west and east ends of the project and to determine explanations for the surface failures.

Samples were taken from the east end at a spot that showed the greatest failure. Samples were taken from the west end at a spot that appeared to have about the same type and degree of failure as the sample location on the east end. This is to say that the surface at both sample locations showed considerable raveling, little or no visible settlement, and no complete break up as found in many locations on the west end of this section and in the Pleasant Hill-Lost Creek Section. Laboratory test reports indicate that the materials used in the west end of this section are from the same source as those used in the Pleasant Hill-Lost Creek Section. Therefore, no additional information would be obtained by testing a sample from another spot where complete break up had occurred.

For comparative purposes the following test results include those of the attached report.

TEST RESULTS

	Pleasant Hill-Lost Creek Section		Lost Creek-Lowell Section	
Location of Sample	West End	Center	West End	East End
Type of Failure	None	Complete Break up	Raveled & Cracked	Raveled & Slightly Cracked
Settlement	None	Excessive	Very Slight	None
Type of Roadbed Topping	Pit Run	Pit Run	Pit Run	Bar Run
Source[1]	Woods Pit 70% Weight Pit 30%	Woods Pit 18% Weight Pit 64% Lost Creek 9% Mohler Pit 9%	Woods Pit 100%	State Pit 100%

TEST RESULTS (cont)

	Pleasant Hill-Lost Creek Section		Lost Creek-Lowell Section	
Location of Sample	West End	Center	West End	East End
Weight Ft^3. in Place, lbs.	158.5	135.9	143.2	150.1
Percent Water	3.5	7.3	5.4	3.0
Wt. Ft^3. Dry in Place, lbs.	153.1	126.6	135.8	145.6
Maximum Density, lbs. Ft^3.	159.0	159.0	159.0	156.0
Percent Compaction	99.7	85.4	90.1	96.2
Screen Analysis, Percent Retained				
Screen Size				
6"	0.0	0.0	0.0	14.3
5½"	0.0	0.0	0.0	20.5
5"	0.0	0.0	0.0	20.5
4½"	0.0	0.0	0.0	28.6
4"	0.0	5.6	0.0	30.0
3½"	0.0	5.6	0.0	30.0
3"	0.0	5.6	0.0	30.0
2½"	2.4	8.0	0.0	30.0
2"	7.9	14.6	24.6	37.4
1½"	8.1	19.8	35.3	48.8
1"	11.4	31.2	44.7	58.8
3/4"	25.4	39.4	52.1	63.6
½"	53.2	52.2	62.4	69.7
⅜"	60.3	60.0	70.9	76.6
3/8"	65.8	66.8	76.5	79.7
#10	81.6	83.3	81.7	83.7
P#10	18.4	16.7	18.3	16.3
Stripping Test				
Material Above #10		Excellent	Excellent	Excellent
Material Below #10		Excellent	Excellent	Excellent
Asphalt Content %	9.0	7.5	8.1	7.9
Original Penetration (Theo. Avg.)	137.0	142.0	135.0	135.0
Pen. of Car of Lowest Pen.[2]	132.0	128.0	128.0	128.0
Reclaimed Penetration	126.0	98.0	60.0	56.0
Drop in Penetration	6	30	68	72

1. Job reports indicate 50,800 Yds.^{3}, have been placed on the Lost Creek-Lowell section. From Laboratory reports only 5 samples, 2 from Woods Pit and 3 from the State Pit, each representing 2000 Yds^3., were sent in for test. Therefore, it is assumed that the remaining 40,000 Yds^3. of the total 50,800 Yds^3. came from the two sources. Materials in the samples taken for this report correspond to the indicated sources in regard to clay or sand content.

2. Since it is not known which car load of asphalt was used at any specific location, the reclaimed penetration was subtracted from the lowest original penetration of asphalt used on each specific section. Therefore, the drop in penetration is at least as great as that indicated.

CONCLUSIONS

Test results indicate that the causes of complete break up of parts of the two sections are:

1. Unexpected roadbed topping;
2. Cold, damp weather, from time of construction to time of failure;
3. Dirty oil aggregate;
4. Excessive heat on a comparatively hard asphalt which resulted in an asphalt too stiff to penetrate between the aggregate particles. This gives the appearance of stripping which laboratory tests indicate is not the case.

Test results indicate that the causes of raveling of the pavement surface are:

1. Excessive heat on the asphalt;
2. Cold, damp weather;
3. Dirty oil aggregate.

Test results indicate that the progressive occurrences in the pavement failure at the locations of complete break up were:

1. Grade settlement;
2. Excessive cracking as the pavement followed the contour of the grade;
3. Raveling and kicking out of small sections of pavement by traffic as the cracks joined.

If the asphalt had remained fluid long enough to penetrate the dirt layer to form a bond to the rock, the pavement probably would have had sufficient elasticity to follow the contour of the grade without cracking. In other words, if construction had occurred under the same weather conditions in June, rather than October, the following warm weather and traffic would have caused sufficient bond and elasticity to withstand the settlement.

On the east end of the Lost Creek-Lowell section where no complete break up has occurred, and where no settlement is visible, the failure is again caused by lack of fluidity of the asphalt for a time long enough to penetrate the dirt

layer to form a bond to the rock. With only pin point bond between rock and asphalt which has been reduced to a paving grade, followed by several months of winter weather, it is surprising that the action of heavy traffic with chained tires has not caused more raveling than has occurred.

The effect of heating asphalt above that temperature necessary to create sufficient fluidity for pumping and spraying defeats its purpose of increasing its penetration ability because of the excessive decrease in viscosity due to volatilization and oxidation. The asphalt must be sufficiently fluid at the existing aggregate temperature to permit proper penetration through any dirt layer and around the aggregate particles.

It is sometimes argued that a high temperature is required of the oil to dry out the aggregate and raise the over all temperature to a degree that the asphalt will be sure to be fluid. As an example of the fallacy of this argument, assume a typical third course of a 3-ll Macadam on a cold, wet day when the temperature is 40° and the aggregate contains 1% moisture.

Assume the asphalt to be heated excessively to 400° F.

Asphalt spread = .375 gal/Yd.^{2} = 3.1 lbs.

Aggregate spread = .012 Yds.^{3}/Yd.^{2} = 28 lbs. (approx.)

Specific Heat of Asphalt = .22, of aggregate = .2 (approx.)

Water content of aggregate = .28 lbs.

Heat required to raise .28 lbs. water to 212° F. = 47 B.T.U.

Heat lost from asphalt in raising temperature of water to 212° F. = 128 B.T.U.

Heat left to evaporate water = 81 B.T.U.

81/970 = .08 lbs. of water evaporated.

Now there is 3.1 lbs. asphalt and .20 lbs. water at 212° F.

Using the amount of rock in the one spread only, the temperature of the aggregate, asphalt and water would equalize at 63° F.

The overall temperature rise is only 23° and only a fraction of the water is evaporated. This temperature rise would affect the fluidity of the asphalt very slightly and it is doubtful that the temperature rise would be a third this value if the heat loss to the air and the aggregate underneath could be calculated.

OSCAR A. WHITE
March 3, 1950

RECEIVED
MAR 2 1950
FOR FILING

File
3034 Meridian

7-308(3)
3034

March 1, 1950

Insel & Milligan
Attorneys
Eugene, Oregon

Attention: Mr. Sidney A. Milligan

Gentlemen:

This is to acknowledge your letter of February 27 concerning Meridian Sand and Gravel Company's claim against Roy L. Houck, Jr., on our Contract 3034.

We note that Mr. Houck has paid $1,695.09 on the claim, that satisfactory arrangements with the Meridian Sand and Gravel Company have been made for payment of the balance and that the Meridian Company does not wish to have the balance stand as a claim against the above contract and bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-1-50 gc

SIDNEY A. MILLIGAN

E. O. IMMEL

LAW OFFICES OF
IMMEL & MILLIGAN
EUGENE, OREGON

February 27, 1950

State Highway Department
319 State Building
Salem, Oregon

Re: R. L. Houck, Jr.
Contract No. 3034

Gentlemen:

Please refer to your recent correspondence with us relating to the above contract and in connection therewith we wish to advise that R. L. Houck, Jr. has paid $1695.09 on the above account and has made satisfactory arrangements with the Meridian Sand and Gravel Company to pay the balance thereof upon completion of the contract.

As I understand the situation, Meridian Sand and Gravel has agreed to deliver two hundred additional yards of surfacing material and such other as may be necessary under the Houck contract with the State of Oregon.

Meridian Sand and Gravel does not wish this correspondence to stand as a claim against the above contract or the performance bond supplied under the contract.

Very truly yours,

IMMEL & MILLIGAN

Sidney A. Milligan

SAM/ka

cc --- General Casualty Company of America
c/o Huggins Insurance Agency
129 North Commercial Street
Salem, Oregon

3-1-50 CJR

query
usual letter
record on card

RECEIVED
MAR 2 1950
FOR FILING

7-308(3)

3-34

March 1, 1950

Huggins Insurance Agency
129 North Commercial Street
Salem, Oregon

Gentlemen:

Attached hereto is a copy of a letter from Insul and Milligan, Eugene attorneys, concerning the claim of Meridian Sand and Gravel Company against Roy L. Resnik, Jr.'s Contract 3034 for work on the Lost Creek-Lowell Section of the Willamette Highway in Lane County. This letter apparently refers to the claim received in this office on February 20 in the amount of $3,863.36 and concerning which you were notified on February 21.

This information is furnished as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 3034.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Roy L. Resnik, Jr.
1564 North 20th Street
Salem, Oregon

MAILED ON 3-1-50 gf

RECEIVED
FEB 27 1950
FOR FILING

3034 Mrs Jones

9-308 (2)
3034

February 21, 1950

Ismal & Milligan

Eugene, Oregon

Gentlemen:

We have your letter of February 20 in which you advise that Roy L. Houck, jr., owes the Meridian Sand and Gravel Company of Eugene $3,863.36 for gravel furnished.

This appears to be in connection with our Contract 3034 with Roy L. Houck, jr., for grading and bituminous macadam surfacing on the Lost Creek-Lowell Section of the Willamette Highway in Lane County. The surety on the above contract is the General Casualty Company of America and their agent in this particular instance is the Huggins Insurance Agency, 129 North Commercial Street, Salem, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-21-50 gl

SIDNEY A. MILLIGAN

E. O. IMMEL

LAW OFFICES OF
IMMEL & MILLIGAN
EUGENE, OREGON

February 20, 1950

3034

State Highway Department
319 State Building
Salem, Oregon

Re: R. L. Houck, Jr.

Gentlemen:

Meridian Sand & Gravel Co. of Eugene, who supplied a substantial amount of gravel to R. L. Houck, Jr. who is performing a contract for the State of Oregon on Highway No. 58 near Dexter, Oregon, has asked me to get in touch with your office on a matter pertaining to the supplying of the gravel. There is at present $3863.36 due and unpaid for gravel furnished, the above figure being based upon figures from the office of the State Engineer. Mr. Houck, Sr. is very vague about this item and my client believes it should be called to the attention of his bonding company. If your office is free to supply the name of the bonding company so I may advise them of this situation, I would appreciate that information.

Very truly yours,

IMMEL & MILLIGAN

Sidney A. Milligan

SAM/ms

2-21-50 gl

February 21, 1950

Baggins Insurance Agency
129 North Commercial Street
Salem, Oregon

Gentlemen:

We have today received a letter from Immel & Milligan, attorneys at Eugene, advising that their client, Meridian Sand and Gravel Company of Eugene has a claim against Roy L. Hewek, Jr., in the amount of $3,868.36 for gravel furnished. This appears to be in connection with our Contract 3024 with Roy L. Hewek, Jr., for grading and bituminous macadam surfacing on the Lost Creek-Lowell Section of the Willamette Highway in Lane County.

This information is furnished as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 3024.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQ:ml

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. Roy L. Hewek, Jr.
1585 North 20th Street
Salem, Oregon

NOTED ON CARD
2-21-50 gf

RECEIVED
FEB 21 1950
FOR FILING

7308(3)

3034

February 20, 1950

Ray L. Nowak, Jr.
1585 N. 20th St.
Salem, Oregon

Dear Mr. Nowak:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of 334 days, from September 30, 1949 to August 30, 1950, within which to complete your contract No. 3034 covering the Lost Creek-Lowell Section of the Willamette Highway in Lane County.

I am pleased to inform you that the Highway Commission granted you an extension of time of 104 days, from September 30, 1949 to July 11, 1950, without penalty. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. B. Lytle,
Division Engineer

K. G. Smith

NOTED ON CARD
2-20-50 gl

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FEB 3 1950
FOR FILING

7-308(3)

3034

February 2, 1950

Request for Extension of Time
No. 12. Lost Request for
February 6-7 Meeting

Oregon State Highway Commission

Gentlemen:

Attached hereto is a copy of a request from Ray L. Houck, Jr., for an extension of time from September 30, 1949 to July 31, 1950, on his Contract No. 3034, Lost Creek-Lowell Section of the Willamette Highway.

The contractor is approximately 90 per cent complete on this job and has only thirty days work left, but, as the subgrade in this locality dries out very slowly in the spring, it will be desirable if the surfacing and bituminous material is not placed until the subgrade is completely stable.

The contractor was delayed on this job by inability to secure entrance to some of the property by reason of right-of-way difficulties. He was further delayed to some extent by inability to proceed until finding the decision of the U. S. Army Engineers as to whether or not they would construct a dam at Dexter that would inundate portions of the highway.

We recommend, under the above conditions, that the request for an extension of time be granted without penalty.

Very truly yours,

H. E. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

WWS:er

RECEIVED
JAN 25 1950
FOR FILING

7-308(3)

January 24, 1950

Mr. T. H. Boyle
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2224, Lost Creek-Lowell Section, of the Willamette Highway, Ore. 8-308 (3) from September 30, 1949 to July 31, 1950.

Difficulty was encountered in several places in securing permission for the contractor to enter upon certain Rights of Way because of failure of certain property owners to remove fences and buildings which they were obligated to do.

We are recommending the extension until July 31, 1950 because it is feared that the hauling will not be sufficiently dry previous to this time to permit satisfactory oiling on this contract. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 3 1950
FOR FILING

7-308(3)
3c 7.4

December 30, 1949

Lehman & Robertson
Attorneys at Law
519 Southwest Third Avenue
Portland 4, Oregon

Attention: Mr. Watson D. Robertson

Gentlemen:

We have your letter of December 28 inquiring as to what contractor may have been handling construction on Highway 9E about 25 miles west of Oak Ridge on September 5, 1949.

Although we cannot say with absolute certainty, it appears from the location and the time that this may have been the area on which Mr. Ray L. Houck, Jr., was working under our Contract 3034. His address is 1585 North 20th Street, Salem, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:rmk

DONALD M. LEHMAN ATWATER 0903 WATSON D. ROBERTSON

LEHMAN & ROBERTSON
ATTORNEYS AT LAW
510 OREGON BUILDING
610 S. W. YAMHILL AVENUE
PORTLAND 4, OREGON

December 28, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

In connection with an automobile accident on September 5, 1949, I would like to know who was handling the construction of the roadbed on Highway 58 about twenty five miles west of Oakridge, Oregon, at that time. If this construction was being done by a private contractor, I would like his name and address.

Thank you in advance for this information.

Very truly yours,

Watson D. Robertson

Fred A - Darnell
Roy Houck jr.
3034

WDR/ehg

REFERRED TO
BY SECRETARY

DONALD M. LEHMAN ATWATER 0903 WATSON D. ROBERTSON

LEHMAN & ROBERTSON
ATTORNEYS AT LAW
810 DEKUM BUILDING
[illegible] S. W. [illegible] AVENUE
PORTLAND 4, OREGON

December 28, 1949

State Highway Commission
Salem, Oregon

Gentlemen:

In connection with an automobile accident on September 5, 1949, I would like to know who was handling the construction of the roadbed on Highway 58 about twenty five miles west of Oakridge, Oregon, at that time. If this construction was being done by a private contractor, I would like his name and address.

Thank you in advance for this information.

Ford Co - Sawvell
Roy Houck jr.
303

Very truly yours,

Watson D. Robertson

WDR/ehg

REFERRED TO
[illegible]
BY SECRETARY

RECEIVED
NOV 7 1949
FOR FILING

L-308(2)

File

November 4, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is in reply to your letter of November 1, relative to correspondence between Senator Morse and Mrs. C. J. Bedell of Goshen, together with Deputy Commissioner Hilts' October 25 memorandum. Negotiations for right of way required for relocation of the Willamette Highway, Lost Creek-Lowell Section, were conducted in 1948. A satisfactory agreement was reached with the Bedell's, and an option was signed on April 7, 1948 by C. J. Bedell and O. E. Bedell for the sale of 2.64 acres of right of way for a total compensation of $2,183. The option stipulated, and this was later incorporated in the deed, that the Bedell's were to have one access to the new Willamette Highway, together with one farm crossing for the passage of machinery across the highway.

The Bedell's were paid on the basis of $200 per acre for pasture land, $300 per acre for crop land, and were allowed $100 per acre for a 3.2-acre parcel that was severed from their other holdings.

The Bedell's still have the same access to the old Willamette Highway that they always had.

The Willamette Highway was one of the highways designated as a throughway in Oregon by authority of legislation enacted in the 1947 session. Restricted access was acquired from the Bedell's in exact conformance with all state properties acquired on the Willamette Highway after the Willamette Highway was designated a throughway. The Goshen-Pleasant Hill Section referred to in the Bedell correspondence was constructed before the war, and at that time there was no authority for the purchase of access rights for throughways. It is conceded that it will eventually be necessary to go back and negotiate for access rights even on the older sections.

Summing up the above, the Bedells have one entrance to the new highway which traverses their property for a distance of only 800 feet. They still have access to the old highway, which in turn connects with the new. They have a crossing to reach the 3.2-acre parcel severed and were paid damages for the

acreage severed. The Bedell's acquiesced willingly to this settlement in 1948, and we know of no reason why the matter should be reopened.

I attach Sheet No. 3 of Project No. F-302 (3), indicating the Bedell property severed and the access to both new highway and severed property.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

November 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
C. WILLIAM

Dear Sir:

Enclosed is a copy of Deputy Commissioner Hilts' October 25 memorandum to our Western Headquarters, together with correspondence between Senator Morse and Mrs. C. J. Bedell of Goshen, Oregon regarding right-of-way on State Highway 58 in the vicinity of Dexter, Project F-308(3).

Apparently Mrs. Bedell's principal complaint is that, because of the controlled access feature, she is unable to sell the portion of her property that is in excess of her future needs.

Before replying to Mr. Hilts we would appreciate your comments on the subject. It is suggested that your answer include identification of the property, your general policy in regard to controlled access on relocated sections of important highways and, if possible, a statement as to whether the land can be reached from the new highway by means of a service road or connecting county roads.

Very truly yours,

T. M. DAVIS
District Engineer

By C. G. Polk
C. G. Polk
Sr. Highway Engineer

RECEIVED
NOV [illegible] 1949
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

H-1.1

October 25, 1949

To: Dr. L. I. Hewes, Chief, Western Headquarters, San Francisco, California

From: H. E. Hilts, Deputy Commissioner

Oregon Project F-308(3)

We are transmitting copies of correspondence with Senator Wayne Morse relative to access to State Highway 58 in the vicinity of Dexter, Oregon.

Please furnish us a report on this matter at your earliest convenience to be used in a further reply to Senator Morse.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

H-1.1

October 25, 1949

Honorable Wayne Morse

United States Senate

Dear Senator Morse:

Your letter of September 26, 1949, to the Forest Service, Department of Agriculture, and attached letter of September 13, 1949, from Mrs. C. J. Bedell of Goshen, Oregon, relative to access to State Highway 58 through Dexter, has been referred to the Bureau of Public Roads as noted in their letter of October 13, 1949.

State Highway 58 is included in the Federal-aid Primary System approved for Oregon which establishes its eligibility for improvement with Federal funds when requested by the State. Project F-308(3) extending from Trent to Lowell is currently under construction and was reported 68 percent complete on September 13, 1949.

As you know under the controlling legislation the State highway departments make the surveys, prepare the plans, acquire the rights-of-way and supervise construction of improvement projects on the Federal Aid system all subject to our approval. The plans submitted by the Oregon State Highway Commission for this project do not identify Mrs. Bedell's property. We are requesting our Western Headquarters for a report on this matter and will advise you further as soon as the report is received.

We are returning Mrs. Bedell's letter for your files.

Very truly yours,

H. E. Hilts
Acting Commissioner of Public Roads

Enclosure

Western Headquarters

United States Department of Agriculture

Forest Service

Washington 25 D. C.

October 13, 1949

E
ROADS AND TRAILS, R-6
Oregon

Honorable Wayne Morse
United States Senate

Dear Senator Morse:

We refer to your request of September 26, 1949 for information regarding a problem of Mrs. C. J. Bedell of Goshen, Oregon.

It appears from Mrs. Bedell's letter that her problem is one of access to a new highway through Dexter, Oregon. In that case her problem is one for the State Highway Department and the Bureau of Public Roads.

Accordingly, we are forwarding your request to that (latter) agency). They are familiar with such problems and can give you the information upon which you can reply to Mrs. Bedell.

Sincerely yours,

LYLE F. WATTS, Chief

By C. M. GRANGER

xc: Senator Morse

cc: Mr. F. A. Nickols, BRP, Washington, D. C. w/letters from Senator Morse and Mrs. Bedell

UNITED STATES SENATE

September 26, 1949

Mr. L. F. Watts
Forest Service
Department of Agriculture
Washington, D. C.

Dear Mr. Watts:

Before answering Mrs. Bedell I would like any information you can give me regarding her problem. I am sending her letter to you on the assumption that since this is an access roads matter it comes within the jurisdiction of your department. However, if I am in error, will you forward the letter to the Public Roads Administration.

Sincerely yours,

Wayne Morse

WM:RH

Goshen, Ore.
September 13, 1949

Senator Wayne Morse

Dear Sir:

I am writing you in regards to controlled accesses on highway 58 through Dexter. It has worked a hardship on most of us especially us older ones that need to sell our land so we can live decent what time we have left. We only got one access for each piece. We can't see why control here through Dexter and not on Pleasant Hill. No one wants to buy land when they can't get an entrance on highway. We are both getting along in years and do so need to sell what land we have left only just a small piece to live on. Every one through surely is burned up with this controlled access. Can't see why it should be here and not through Pleasant Hill to Goshen which is not. Got such a small amount for right-away it surely harmed us many times over what we received for it. Put our garden across highway from house and as I say we are neither one young any more and they 3 days the road was open it was dangerous to try and cross it. A garden means a lot to us as we are just working people. My husband is 70 years and if we only were able to get access so we could sell what land we have left we could get along fine. It isn't very nice to be poor but seems what this highway has done is as bad for it. We would sell our land we wouldn't be so poor.

Yours truly,

Mrs. C. J. Bedell
Goshen, Ore.

C O P Y

RECEIVED
AUG 31 1949
FOR FILING

FORM E-00 10M 12-48 27000
F-308 (3)
3034

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 30th, 1949

SUBJECT:

1282

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1282, letter from Roy L. Houck, Jr., requesting an adjustment on the cut from Station 755 to 761+50 on the Lost Creek-Lowell Section of the Willamette Highway.

I have examined this cut with Mr. Houck on two different occasions, but he has not as yet opened it up sufficiently to tell what the material is. I do not feel it will be nearly as difficult as anticipated, but it may be we will have to make some adjustment, since we made a line change here in order to avoid so much river encroachment.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. [illegible]

[illegible] Houck's l[illegible]r of 7-20-49 re increase in y[illegible]
[illegible] 755 & 761-50 of Lost Creek-Lowell Section, Willamette
[illegible]. Requests price adjustment.

DATE: 7-22-49 ASSIGNED TO: Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 8-31-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

ROY L. HOUCK
GENERAL HIGHWAY CONSTRUCTION
July 20, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

R.H.Baldock
State Highway Engineer
Salem, Oregon

NOTE
W. C. WILLIAMS

Dear Sir:

Due to the increase in yardage between stations 755 and 761 plus 50 of the Lost Creek-Lowell section of the Willamette Highway, State Highway Contract No.3034, has so radically changed the nature of the materials in that portion of the contract, that, in accordance with the additional special provisions of contract 3034 (page 6) I request a price adjustment on the General Excuvation in Section "B" of this project.

Sincerely

Jim Houck

Jim Houck
for Roy L. Houck Jr.

RLH: jh

RECEIVED
JUL 22 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1949
FOR FILING

F 2.8(3)

3-34.-

1280 W
1323 W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 17, 1949
Salem, Oregon

SUBJECT: Lost Creek-Lowell Section
Willamette Highway

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

In reply to your assignment 1323 regarding the Bureau of Public Roads report of right of way difficulties alledgedly encountered by the contractor on Federal Project 308 (3), Lost Creek-Lowell, Resident Engineer J. C. Chapman reported to H. G. Smith on this matter in a letter dated August 1, setting forth three instances in which controversies arose. After checking the files I report that:

The Wade property, File 12069, Station 672 to 692: This parcel was in condemnation. Filing was made June 28, 1948. A check was made in the field and it was determined that the contractor would not be injured by being temporarily denied access to the property, therefore, the Legal Department requested that entry be delayed until the case could be heard. The trial was held January 19, 1949 and Mr. Neuner advised that entry could be made on January 28, 1949

The Crampton property, File 12079: A delay here was apparently caused by a misunderstanding as to the moving of buildings occupied by the former owners. It appears that one house was moved from the right of way but that the other was not vacated and personal property removed until November 22, 1948. Under the agreement the Cramptons were obligated to move the buildings but no time clause was inserted although a verbal agreement was made that the house would be moved within 30 to 60 days after July 2, 1948, being the date of the Commission's election to purchase under the terms of the option. The subsequent delay appears to be due to the inability or unwillingness of the Cramptons in carrying out their part of the agreement.

Butler property, File 12056: Mr. Butler evidently denied access when the contractor started clearing on August 11, 1948. On August 17, 1948 Mr. DeSouza wrote to Mr. Butler advising him of the terms of the option and it appears that access was allowed although Butler caused considerable difficulty through failure to fence the right of way and make provision for the care of his stock.

Resident Engineer J. C. Chapman's report makes the following comment: "It is difficult to say how much these right of way problems delayed the contractor. They undoubtedly caused him to alter his operation plans from time to time. The limited amount of equipment which Houck has had on the project has been the main factor in the later completion of the job."

Very truly yours,

J. M. DEVERS

By /s/ J. D. Walker

J. D. WALKER
Assistant Right of Way Engineer

JDW:ma

cc - H. G. Smith

FORM S-30 10M 12-48 27000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1280, letter from Mr. Davis advising that delays in securing the right of way could not be used as an argument for an extension of time, attached please find copy of a letter from Mr. Chapman explaining that these delays were not occasioned because the right of way had not been obtained at the time the concurrence was requested of Mr. Davis, but in the failure of the property owners to deliver the property at the specified time.

For instance, on the Compton property one house was not vacated until November 22nd. On the Butler property, the owner caused considerable trouble before we could gain access to the property, and I believe some legal steps or threats had to be taken before he would allow the contractor on the property.

If the contractor elects to mention these in his request for an extension of time, I think Mr. Davis can recognize them, since they were unanticipated occurrences which took place after we had a legal right to enter the property, and I do not believe any criticism could be directed against him for concurrence in the award.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

FORM H-00 REV 1-49 10000

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon

August 1, 1949

SUBJECT:

To: K. B. Lytle
Division Engineer
Roseburg, Oregon

Dear Sir:

Listed below are the properties on which access was denied the contractor on the Lost Creek-Lowell Section of the Willamette Highway.

Wade property, stations 672 to 692. Clearance given for entry February 7, 1949. However, fences were not taken care of by owner until March 7th.

Crompton Property, stations 768 to 26. Full access denied by reason of owners occuping two houses on the right-of-way. One house was moved from the right-of-way, but the other was not vacated and all personal property removed until Nov. 22, 1948. Clearing of the bulk of this property not near thehouses had beendone long before.

Butler property, stations 616 to 627. Access was denied when the contractor attempted to start clearing on Aug. 11, 1948. The legal dept. was notified and a copy of their letter of August 17th states the right of the contractor to enter by the provisions of the option. Failure of the owner to fence the right-of-way and make any provisions for the care of his stock was a source of trouble.

It is difficult to say how much these rightOof-way problems delayed the contractor. They undoubtedly caused him to alter his operation plans from time to time. The limited amount of equipment which Houck has had on the project has been the main factor in the later completion of the job.

Very truly yours,

J. C. Chapman
Resident Engineer

ASSIGNMENT

No. 1480

DESCRIPTION: T. M. Davis' letter of 7-12-49 re recent construction inspection report on Project P-308 (3), Lent Creek-Iowell

DATE: 7-22-49

ASSIGNED TO: H. G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 8-17-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS

[redacted]

DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [redacted]
PORTLAND 8, OREGON

July 12, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

It is noted a recent construction inspection report on Oregon Federal Aid Project F-308(3), Lost Creek - Lowell, states the contractor was prohibited from entering upon a portion of this project until certain right-of-way matters were adjusted.

Should the contractor be granted an extension of time, without penalty, due to any such delay, we cannot participate in the penalty exemption since your telegram requesting concurrence in award advised all rights-of-entry had been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUL 21 1949
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

No. 1243
WCW

DESCRIPTION: Memo of July 6, 1949 to Mr. Davis and Mr. Lynch relative to Mr. Schulzner's construction inspection report #7

DATE: 8-10-49

ASSIGNED TO: Cooper

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

Can you tell me what this is about?

WCW

REPORT RECEIVED: 8-17-49 mc

REMARKS:

RECEIVED
AUG 10 1949
STATE DEP'T.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RJW

T. H. Davis, District Engineer — July 6, 1949

W. H. Lynch, Division Engineer

Oregon project F-308(3), Lost Creek-Lowell

Reference is made to Mr. Schwiesow's construction inspection report No. 7 for the above project.

The purpose of General Administrative Memorandum No. 68 was to avoid right-of-way difficulties such as were encountered on this project. While the States July 6, 1948, telegram indicates the legal rights of entry had been obtained, Mr. Schwiesow's report indicates that such rights were not considered adequate. Thus the "long established Bureau policy" mentioned in General Administrative Memorandum No. 68 has not been complied with.

We do not know the particular circumstances which caused the State to refrain from exercising its legal rights. It may well be that its action was justified. However, our interest is not in technical legal rights but in "the orderly prosecution of construction work", and on that basis the State's telegram was misleading.

Should the State grant a time extension on this project we believe it must be scrutinized carefully, and that no extension should be approved for any delay which was due to the right-of-way difficulties.

NOTED
W. C. WILLIAMS

RECEIVED
Jun 14 1949
FOR FILING
F-308(3)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

June 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 9 answering ours of June 2, relative to construction progress on the Lost Creek - Lowell Section of the Willamette Highway, Project F-308(3).

Deferment until July 15 of positive action leading to better progress is satisfactory to this office. However, we wish to call your attention to the fact that the U.S. Engineers are now engaged in extending the highway from F-308(3) to a point near the proposed Meridian dam axis and are making excellent progress thereon. It would seem that if appropriations for construction of a low dam at Dexter were anticipated in the near future the U.S. Engineers would have deferred for the time being, work on their section of the highway.

Very truly yours,

T. M. DAVIS
District Engineer

By:
C. G. POLK
Senior Highway Engineer

RECEIVED
JUN 13 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
M. Williams
by [illegible]

RECEIVED
JUN 13 '49
FOR FILING
F-3-8(3)
3034

June 9, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We are aware of the fact that the contractor on the Lost Creek-Lowell Section is making unsatisfactory progress. However, up to this date we have not attempted to speed him up for the reason that the Army Engineers, some two months ago, requested us to cease or to slow down all operations on this section pending a determination as to whether a low level dam would be constructed near Dexter that would overlap the new highway. The Highway Commission did not order the contractor to slow down his operations, but we have not been pushing the contractor in order to minimize the loss if the dam should be built.

If the Army Engineers cannot assure us by the middle of July that there is a prospect of constructing the Dexter Dam, we will take all means possible to expedite the operations of the contractor on this project. Please advise if this is satisfactory.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams

WCW:me
RHB:er

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 2, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of an inspection recently made on the Willamette Highway, Lost Creek - Lowell Section, Project F-308(3), states that progress is unsatisfactory because of insufficient equipment. At the present rate of progress there is no possibility of completing the project this season, and in fact, there is doubt as to the contractor's ability to complete grading, much less the surfacing items. Prime earth movers in use consist of a small shovel and one large tractor-scraper unit. An additional shovel and two more scraper units appear necessary to insure completion of grading in time to permit of surfacing operations before inclement fall weather.

As use by the traveling public of the existing deteriorated road a second winter would doubtless lead to severe criticism, we suggest that you use your influence with the contractor to the end of placing additional equipment on the project.

It is requested that you advise this office of any action you may take toward expediting completion of this project.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUN - 6 19..
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 7 1949
FOR FILING

F-30F(3)

3034

11FEW

May 31, 1949

Mr. Norman Dick, President
Dexter Chamber of Commerce
Dexter, Oregon

Cross Referenced To:
Adm
Comm Eng
Dexter

Dear Sir:

You were recently interviewed by Mr. K. D. Lytle with reference to the possibility of improving the road connection from the new highway to Dexter. It was suggested by Mr. Lytle that traffic going easterly turn from the new highway onto the old road at the Lost Creek bridge, while westbound traffic would use the new road connection a few hundred feet easterly.

Our Traffic Engineer has investigated this matter, and he finds that a dangerous traffic condition would result from such a plan. He points out that if the old road for this short distance were made a one-way road, and enforced, there would be no hazard. However, in rural areas such as this, it would be extremely difficult to enforce one-way traffic, and, if traffic did proceed westward on the old road, a dangerous intersection would result at the east end of the Lost River bridge by reason of high speed traffic and restricted sight distance.

Therefore, it is the recommendation of the Traffic Engineer that both east and westbound traffic use the one approach, which is designed for a right angle intersection. I concur in his report and respectfully urge that you give your approval for the closing of the short stretch of old road rather than try to convert it to a one-way street plan.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

[redacted]

cc: Mr. H. G. Smith
Mr. K. D. Lytle

DICK:

Mr. Lytle advises he has discussed with you the desirability of retaining the old road immediately east of the Lost Creek Bridge on the Lost Creek-Lowell Section to facilitate travel turning toward Dexter. This would require a short piece of one-way traffic eastboard, whereas the westbound traffic would intersect the highway at right angles at Station 571+50.

I have discussed this with our Traffic Engineer, F. B. Crandall, who advises that such a scheme would be highly dangerous since we have not been able to restrict traffic to one-way on such connecting legs in rural areas. In view of the report of the Traffic Engineer that such a scheme is highly dangerous, I do not feel justified in approving it and believe we should use the connection as designed, which intersects the new highway at right angles.

Very truly yours,

cc to: H. G. Smith

ASSIGNMENT No. 1188

ACTION: Mr. Lytle's letter of 5-20-49 regarding his trip to Dexter to interview Chamber of Commerce regarding approaches to that town.

DATE: 5-23-49 ASSIGNED TO: H. G. SMITH ←

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☑ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ This seems OK to me.

WCW

REPORT RECEIVED: 5-31-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
MAY 23 1949
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 15M 12-48 27080

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 20, 1949

SUBJECT: Approaches to Dexter

To: W. C. Williams
Ass't. State Highway Engr.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Recently I went to Dexter to interview the Chamber of Commerce regarding the approaches to that town. I met with Mr. Dick and made the following suggestions:

1. That the traffic going easterly turn off the new highway onto the old road east of the Lost Creek bridge; while westbound traffic use the new road at Station 571+50.

Mr. Dick thought that this plan would be much better than turning everyone at Station 571+50. As far as I can see the expense of this change would be a minor item in the cost of the job and I recommend it be put into effect. A rough plan is attached.

2. At the east end the connection to the old road and the road to Lost Creek is as shown on the attached sketch. We could make the radius more than fifty feet if it were not for making the grade too steep. I thought that this grade should not be any steeper than shown. While this approach is not too good, I believe it is the best that can be had unless a grade separation is made and in my opinion that is not justified.

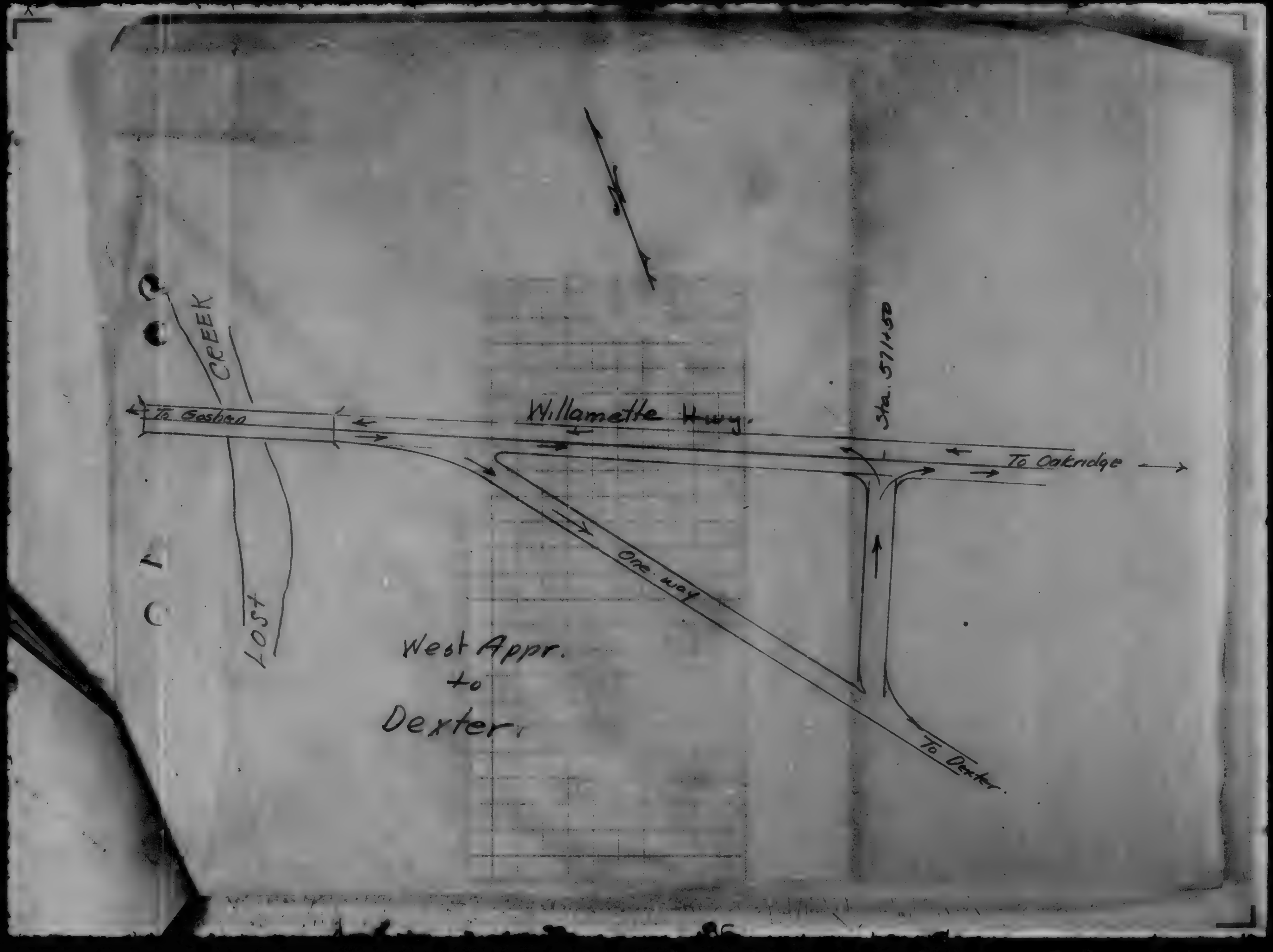
Very truly yours,

K. D. LYTLE
Division Engineer

encs

cc: Smith, H. G.

RECEIVED
MAY 23 1949
OREGON
STATE HIGHWAY COMMISSION


CREEK
To Gosban
Willamette Hwy.
Sta. 57+50
To Oakridge
One way
To Dexter
LOST
West Appr.
to
Dexter

400' Spiral
S = 4°00'
a = 0.5

665+30.37 PS

665

646

+80

30' ⊙

665

30' ⊙

28° CL

Center line as originally staked

64+67.55

Cut to be taken down 1.5' most to provide better sight distance

Hwy

Will.

R 50'

Centerline as originally staked

R=50'

12" Conc Pipe 45'

To Lost Creek

R 50'

Proposed

R=50'

12" Culv. = 45

DLC # 44

DLC # 43

11' or 8

To Lost Creek →

Proposed

Approach to East Side

of

Dexter

DLC # 44

DLC # 43

11' or 8'

To Lost Creek →

Proposed

Approach to East Side

of

Dexter

Willamette Hwy.

12" Conc Pipe 45'

To Lost C

R 50'

To Dexter

Proposed
Approach to East S
of
Dexter

Willamette Hwy.

Grade On Radius Curve Right →

Center line as originally staked

665

30'

28° CL

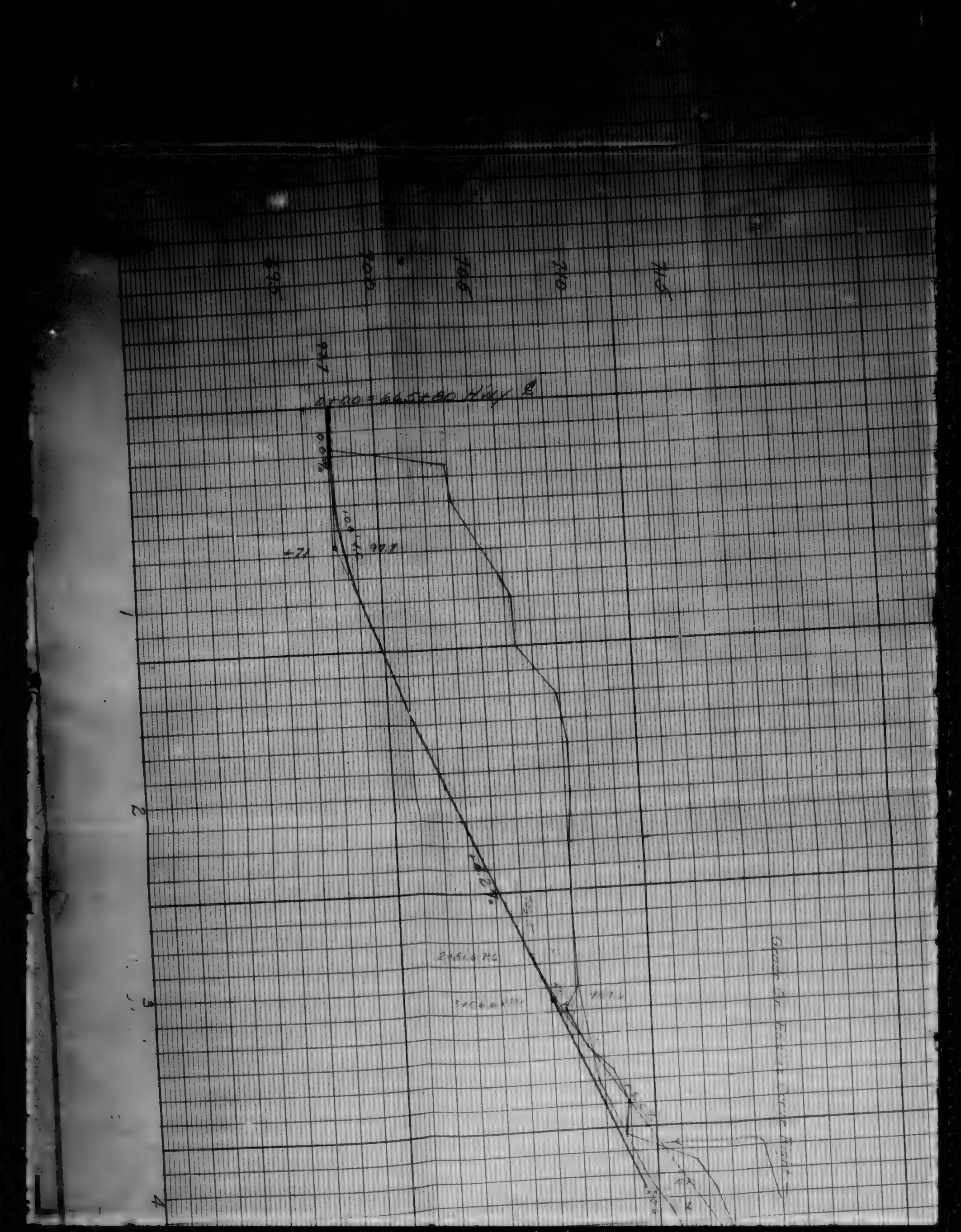
664+67.55

Cut to be taken down 150' most to provide better sight distance

Will Hwy

R 50'

To Dexter

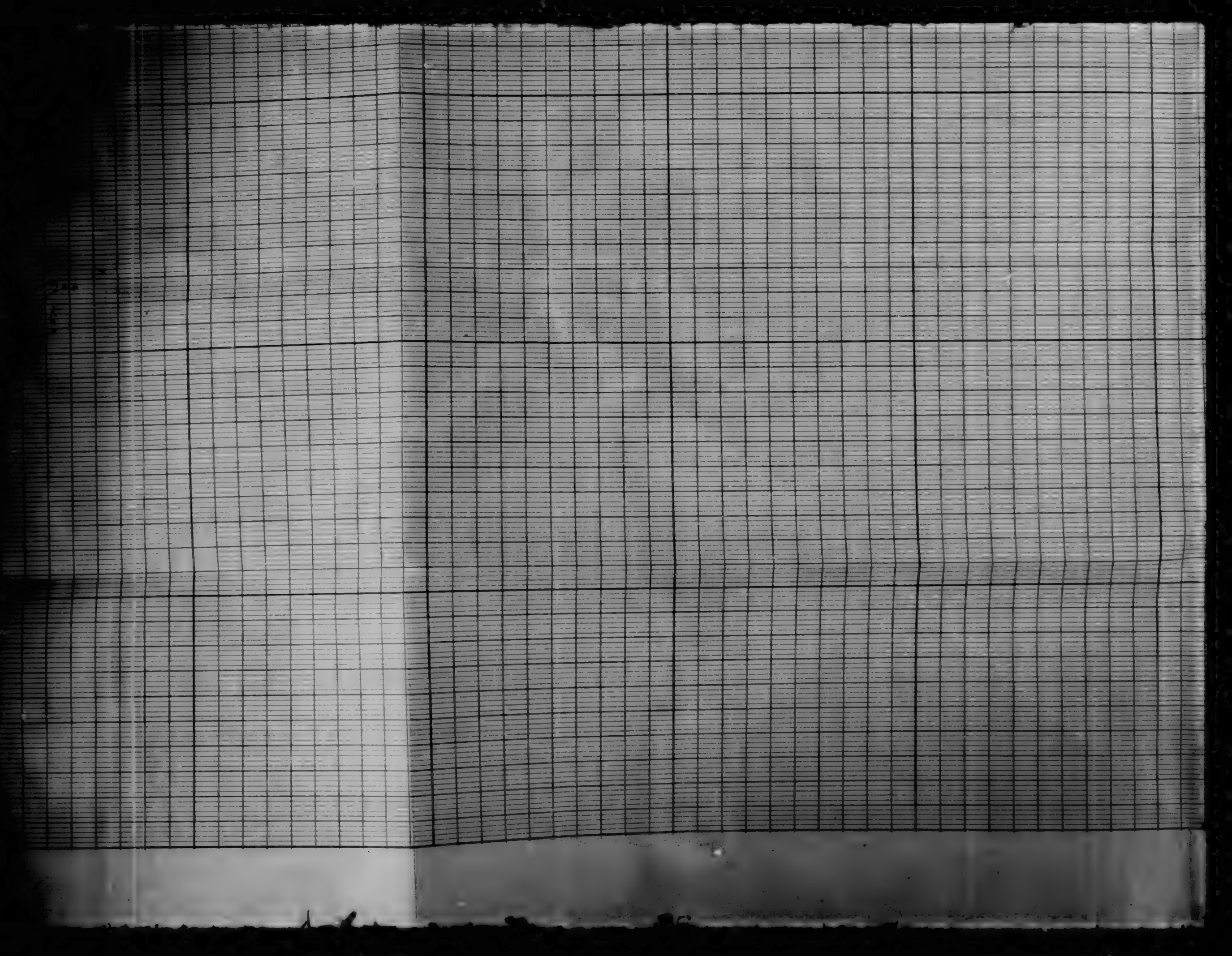


Grade On Ratio Curve Right →

20.6

20.6

20.6



RECEIVED
MAY 2 - 1949
FOR FILING
F-3n8(3)
3034
1129W

File

Salem, Oregon
April 29, 1949

R 12073

Mr. J. M. Devers

Under date of April 19, you advised me that you had received a letter from Mr. William J. Bauguess, advising that the contractor had told him he was not to install a pipe under the highway at Engineer's Station 725+25 on the Willamette Highway near Dexter.

I have investigated this matter and am advised by the Resident Engineer that the contractor was told to defer placing the pipe only until the fill under which the pipe was to be installed had been compacted sufficiently to permit satisfactory installation of the pipe. The Resident Engineer has contacted Mr. Bauguess and assured him that the pipe will be placed just as soon as the fill has been properly prepared.

W. C. Williams

WCW:ms

ASSIGNMENT No. 1129

...TION: Let. 4-19-49 from J. M. Devers (R 12073) re pipe
...tallation for Wm. J. Bauguess, Dexter, Oreg.

DATE: 4-20-49 ASSIGNED TO: H. G. SMITH

☒ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date_____

☐_____

REPORT RECEIVED: 4-28-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-20 15M 12-46 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 26, 1949
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

NOTED
W. C. WILLIAMS

O F F I C E

Dear Sir:

Reference is made to Record of Assignment No. 1129, W.C.W. pertaining to the complaint of Mr. William J. Bauguess of Dexter in connection with a pipe which was to be installed on the right of way negotiation contract.

This matter was investigated in the field, and it was found that the Resident Engineer had requested the Contractor not to install the pipe until such fill material had been placed in which the pipe was to be bedded. The Resident Engineer has contacted Mr. Bauguess, and has assured him that the pipe will be placedas soon as the fill has been prepared.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:es

FORM E-90 10M 10-46 20687

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT: R 12073

To: Mr. W. C. Williams,

O f f i c e .

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Attached is a copy of a letter I received from Mr. Wm. J. Bauguess of Dexter, Oregon. You will note that he says he was to have a pipe installed under the highway but the contractor says he was told by the engineer not to do it.

Do you know anything about this?

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

C
O
P
Y

Dexter, Oregon
April 14, 1949

State Highway Commission,
Salem, Oregon.

Dear Sirs:

In reference to our agreement with Highway Department in 1948, we are to have a 2 inch irrigation pipe line laid under the relocated Hwy. 58, the same as is under the old Hwy. 58 at approximately, Highway Engineer's station 725+25 in the SE 1/4 of SE 1/4 of Section 15, Township 19 S. Range One West of the W. M.

I asked Mr. Houck, the contractor on this section of the job, he informed me that it was on his contract, but that he had been instructed to just let it go.

Please advise me why the highway Department should take the liberty of not fulfilling your contract with me, hoping to hear from you in a few days.

Sincerely yours

(sgd.) Wm. J. Banguess

RECEIVED
APR 18 1949
FOR FILING
F 308(3)
8034

1112

April 18, 1949

Mr. Carl Price, Chairman
Highway Committee
Dexter Chamber of Commerce
Dexter, Oregon

Dear Sir:

In reply to your letter of April 9, will be pleased to discuss the matter of the road connection to Dexter with you in the near future.

I am requesting the Division Engineer, Mr. K. D. Lytle, to make an investigation and prepare a sketch map to indicate if the connection can be improved. When I have the information from Mr. Lytle, I will advise you and your committee may then meet with the department engineers here in the Salem office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:hi
cc: Mr. K. D. Lytle

ASSIGNMENT No. 1112

DESCRIPTION: Letter of 4-9-49 from Carl Price, Dexter Ch. of Commerce, re approaches to town of Dexter from new relocated Hwy. 58.

DATE: 4-15-49 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

Please see me about this. WCW

REPORT RECEIVED: 4-18-49

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REMARKS:

DEXTER

"Where the Willamette Valley Begins"

CHAMBER of COMMERCE

ON HIGHWAY 58
DEXTER, OREGON

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

April 9, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

In reference to your letter os Jan. 10, 1949 on approaches to the town of Dexter from the new relocated Hwy. 58.

We had a meeting with your engineer Mr. Chapman, he was very nice, went over the plans of the approaches with us. But the board feel the East approach favors Lost Creek Road more than Dexter, as our town is growing fast, we have business connections with Oakridge and Lowell, have a theatre that draws large crowds from Lowell and adjoining country from that way, so we feel the growth of this community should be taken in consideration in this matter of approach on the East, means a lot to the community for convenience and safety.

Would it be possible for a committee to meet with the commision in Salem at your convenience.

We appreciate the cooperation of the Highway Dept in the past, and we certainly want to cooperate with you.

Hoping to hear from you in the near future,

Sincerely yours,

Carl Price

Carl Price, Chairman Hwy. Committee,
Dexter Chamber of Commerce.

RECEIVED
APR 14 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

RECEIVED
MAR 10 1949
FOR FILING

E-3031
3034

Salem, Oregon
January 11th, 1949

Mr. E. B. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

I am attaching copy of a letter from Mr. Norman Dick, President, Baxter Chamber of Commerce.

Will you kindly contact Mr. Dick when convenient and explain to him why we think the approaches are adequate and why the other approaches which have been considered would be highly dangerous to through traffic.

Very truly yours,

E. G. Smith
Construction Engineer

EGS:AR
Enc.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

January 10, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. Norman Dick, President
Dexter Chamber of Commerce
Dexter, Oregon

Dear Sir:

We are referring your letter in regard to approaches to the town of Dexter to our Construction Engineer for an investigation.

It is possible a member of the construction department will contact you at the time the investigation is made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

cc: H. G. Smith
LHW/gd

RECEIVED
JAN 11 1949
OFFICE OF
CONSTRUCTION ENGINEER

DEXTER

"Where the Willamette Valley Begins"

CHAMBER OF COMMERCE

January 5, 1949.

Oregon State Highway Comm.
Salem, Oregon.

Dear Sirs;

Am writing in regard to the approachs to Dexter from the new Highway 58.

We feel as a community that this town is going to grow considerable in the next few years, and that the entrances from the new relocated highway to Dexter, do not do us justice.

Would it be possible for us or a committee to meet with some of your department and discuss the possibility of a different approach to Dexter highway from Hwy. 58.

Hoping to hear from you in the near future,

Sincerely yours,

/s/ Norman C. Dick
Norman Dick, Pres.,
Dexter, Chamber of Commerce.

RECEIVED
MAY 2 - 1949
FOR FILING

(205(3)
324

Salem, Oregon
April 8, 1949

NOTED
State Highway Engineer

Mr. R. H. Baldock

With reference to the attached request from Colonel Walsh that we defer certain work on the Lost Creek-Lowell Section, Willamette Highway, pending determination as to whether or not a regulatory dam is to be constructed, I furnish the following information to you.

The section in question extends from Station 665 to 770, being approximately two miles in length, and it is on this section that the contractor is now working, by reason of the fact that other sections are so wet that grading work cannot be carried on at this time of year. If we require the contractor to defer work on this section until July 1, it is estimated that he could not work more than one month on other portions of his contract. The loss to the contractor by reason of equipment rental and necessary payment of wages to key personnel is approximately $7,500 per month, so that, assuming the contractor could work one month, the net loss would be $15,000.

Should we arrange for the contractor to defer this work and the Army Engineers do decide to build the regulatory dam, then it would mean a complete relocation of the two-mile section and renegotiation with the contractor. What the additional cost might be we have not had time to determine, particularly inasmuch as a new location is involved.

As the matter stands, there appear only two things to do. One is to effect an agreement with the contractor whereby he agrees not to work on the section in dispute before July 1. We believe he will sign an agreement to do this work for an amount not to exceed $15,000. The other alternate would be to continue work as he is now doing, and we estimate that he would perform $65,000 worth of work on the section in question that would be lost if the dam is built.

If the contractor is asked to shut down, and the dam is not built, the state would undoubtedly have to bear the $15,000 additional cost. If, on the other hand, the dam is built, the U. S. Engineers would probably reimburse the state for the contractor's loss, as well as any added cost of construction on the revised location.

This matter should be decided immediately, and I believe it should be discussed with the Highway Commission, the Public Roads Administration, and the Army Engineers, at the Monday and Tuesday meeting.

W. C. Williams

WCW:me

Encl.

RECEIVED
APR 15 1949
FOR FILING
F-308(3)
3034

DEXTER

"Where the Willamette Valley Begins"

CHAMBER of COMMERCE

ON HIGHWAY 58
DEXTER, OREGON

April 9, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

In reference to your letter of Jan. 10, 1949 on approaches to the town of Dexter from the new relocated Hwy. 58.

We had a meeting with your engineer Mr. Chapman, he was very nice, went over the plans of the approaches with us. But the board feel the East approach favors Lost Creek Road more than Dexter, as our town is growing fast, we have business connections with Oakridge and Lowell, have a theatre that draws large crowds from Lowell and adjoining country from that way, so we feel the growth of this community should be taken in consideration in this matter of approach on the East, means a lot to the community for convenience and safety.

Would it be possible for a committee to meet with the commision in Salem at your convenience.

We appreciate the cooperation of the Highway Dept in the past, and we certainly want to cooperate with you.

Hoping to hear from you in the near future,

Sincerely yours,

Carl Price

Carl Price, Chairman Hwy. Committee,
Dexter Chamber of Commerce.

RECEIVED
FOR FILING

FORM E-30 15M 12-48 27000

7308(3)

3034

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7th, 1949

SUBJECT: Lost Creek-Lowell
Contract #3034

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

RECEIVED
State Highway Engineer

Dear Sir:

With reference to proposed changes in the Lost Creek-Lowell contract, the analysis of costs indicates:

1. If the contractor finishes the contract without change he will obtain $68,000 in equipment rentals which will be used for the amortization of equipment and for equipment repairs, and will earn a profit of about $25,000.

2. If the contractor is delayed while waiting for the proposed line change for three months his loss would amount to about $12,000.

3. If the contract is cancelled the loss to the contractor would amount to about $49,000. The work completed to date amounts to about $28,000. The total cost to the State on this contract would amount to about $77,000.

Very truly yours,

E. H. Clymer
Cost Analyst

Lost Creek-Lowell Section
Willamette Highway
Contract #3034

Estimated Cost and Profit if Contractor Goes Ahead and Finishes the Contract as Awarded

Item	Quantity	Cost	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	All Specified	$17,028	$	$	$20,000.00
Structural Excavation	600 Cu. Yd.	969	1.62	2.50	1,500.00
Trench Excavation	200 " "	323	1.62	2.00	400.00
General Excavation, Location "A"	179,000 " "	67,744	0.38	0.35	62,650.00
General Excavation, Location "B"	46,000 " "	37,035	0.81	1.00	46,000.00
Short Overhaul	600,000 Yd. Sta.	12,000	0.02	0.01	6,000.00
Long "	9,000 C-Yd. Sta.	3,600	0.40	0.35	3,150.00
Excavating & Placing Topsoil	5,000 Cu. Yd.	2,123	0.44	0.48	2,400.00
Truck Haul on Topsoil	1,400 Yd. Mi.	280	0.20	0.25	350.00
Finishing Roadbed & Slopes	4.15 Mile	2,189	527.47	500.00	2,075.00
Rounding Cutbanks	7,000 Lin. Ft.	784	0.11	0.15	1,050.00
18" Corr. Metal Pipe	80 " "	250	3.12	3.60	288.00
36" " " "	60 " "	554	9.23	9.00	540.00
72" " " "	300 " "	6,007	20.00	25.00	7,500.00
8" Perf. Metal Pipe	1,700 " "	2,714	1.60	2.00	3,400.00
18" Concrete Pipe	1,140 " "	3,089	2.71	3.75	4,275.00
24" " "	250 " "	982	3.93	4.50	1,125.00
24" " " XSTR	200 " "	900	4.50	5.00	1,000.00
30" " "	90 " "	570	6.33	6.50	585.00
36" " "	200 " "	1,544	7.72	8.00	1,600.00
2" Galv. Water Pipe	150 " "	99	0.66	0.75	112.50
4" " " "	200 " "	446	2.23	2.25	450.00
Gravel Backfill in Drains	240 Cu. Yd.	743	3.10	3.50	840.00
Selected Topping	64,000 " "	23,728	0.37	0.52	33,280.00

Item	Quantity	Cost	Unit Cost	Unit Bid	Gross Revenue
Haul Topping	76,000 Yd. Mi.	$15,071	$0.20	$0.25	$19,000.00
3/4"-0" Gravel in Leveling Course and Shoulders	7,800 Cu. Yd.	19,412	2.49	2.65	20,670.00
Sprinkling	1,500 M-Gal.	2,145	1.43	2.50	3,750.00
1½"-3/4" Cr. Gravel in S.P.	400 Cu. Yd.	777	1.94	2.50	1,000.00
3/4"-½" " " " "	960 " "	1,865	1.94	2.50	2,400.00
½"-¼" " " " "	480 " "	932	1.94	2.50	1,200.00
¼"-0" " " " "	160 " "	311	1.94	2.50	400.00
Seeding	6.0 Acres	281	46.83	50.00	300.00
Preparation of Base	4.15 Miles	514	123.86	200.00	830.00
Furnish & Place Aggregate	6,500 Cu. Yd.	19,935	3.07	3.50	22,750.00
Furnish & Place RC-3 Asphalt in Seal Coat	70 Tons	2,831	40.45	35.50	2,485.00
Furnish & Place RC-3 in Binder Course	100 Tons	4,045	40.45	35.50	3,550.00
Furnish & Place 121-150 Asphalt	430 Tons	16,535	38.45	37.50	16,125.00
		$270,355			$295,030.50

Estimated Gross Revenue	$295,030
" Cost	270,355
" Profit	$24,675

Estimated Profit Equals 8.4% of Estimated Gross Revenue

Lost Creek-Lowell

Detail of Cost

Labor:					
Supervision				$8,200.00	
Labor				81,258.50	
Payroll Insurance				6,500.68	
					$95,959.18
Materials:					
18" Corr. & Bands	80	feet	at $2.62	$210.00	
36" Corr. & Bands	60	"	" 7.37	442.05	
72" Corr. & Bands	300	"	" 17.90	5,368.80	
8" Perf. & Bands	1,700	"	" 1.30	2,211.00	
18" Concrete	1,140	"	" 2.00	2,280.00	
24" "	250	"	" 2.90	725.00	
24" Extra Strength Concrete	200	"	" 3.40	680.00	
30" Concrete	90	"	" 4.00	360.00	
36" "	200	"	" 5.50	1,100.00	
2" Water Pipe	150	"	" 0.50	75.00	
4" " "	200	"	" 2.00	400.00	
Rock Backfill	240	cu.	yd. at $1.60	384.00	
3/4"-0" Crushed Rock	7,800	"	" " 1.60	12,480.00	
Maintenance Rock	2,000	"	" " 1.85	3,700.00	
Seed	96	lb.	at 0.50	48.00	
Aggregate	6,500	cu.	yd. at $1.60	10,400.00	
RC-3 (f.o.b. job site)	170	ton	at $29.20	4,964.00	
121-150 (f.o.b. job site)	430	"	" 27.20	11,696.00	
					57,523.85
Equipment Rental & Miscellaneous Expense:					
Equipment Rental, Owned				$68,234.50	
" " , Hired				8,290.00	
Gas, Oil & Grease				17,807.99	
Explosives & Drill Steel				7,200.00	
Lumber				2,500.00	
Small Tools & Misc. Supplies				1,800.00	
P.L. & P.D.				926.98	
Bond				2,212.50	
Move In, Freight & Cartage				2,000.00	
Office & General Overhead				5,900.00	
					116,871.97
					$270,355.00

Lost Creek-Lowell Section
Willamette Highway
Contract #3034

This contract was bid June 29th, and awarded July 6th, 1948. Work was started July 14th, and was closed down for the winter December 6th, 1948. Work on the project was started March 5th, and to date, April 9th, work on the project is about 10% complete. Progress to date has been slow because the contractor was unable to get delivery on new equipment in 1948, but now has $120,000 worth of new equipment and contemplates the purchase of an additional $80,000 worth of equipment so he should make good progress until the project is completed. At this date it is anticipated that the project will be completed about July 1950.

If the contract is not cancelled because of the anticipated line change and the contractor is allowed to finish the contract, the analysis of cost to date, bid prices and availability of equipment and organization indicate that the contractor will have $68,000 in equipment rentals for amortization of equipment and for equipment repairs and will have a profit of about $25,000.

E. H. Clymer
Cost Analyst

Lost Creek-Lowell Section
Willamette Highway
Contract #3034

Estimated Loss to Contractor if Delayed Due to Line Change

If the line change as suggested by the Army Engineers is made on the two-mile section from Station 665 to Station 770 work on this section would be suspended until the Army Engineers render a definite decision, the new right of way is acquired and the new line is run and staked which will probably require about three months.

At present the contractor is grading on this section (Station 736) and will have to move to the 1.8-mile section west of Station 665. Part of the grading on this section was done in 1948 and there is only about 15,000 cubic yards of excavation left on the section which will require about one month of operation. A considerable part of this section is through low, wet ground and operations cannot be started until the ground dries and would be suspended during the rainy weather. After the section is graded the contractor can haul and place topping and crushed rock surfacing. If the weather stays dry the contractor could keep busy about two-thirds of the time for the next three months, but if it rains much he will lose considerable time.

The general excavation on the 0.3-mile section from Station 770 to the east end of the project cannot be done until the line is changed and rock is available for the bottom of the fill and for riprap along the Willamette River which would have been hauled from Station 736.

Assuming that the contractor will be able to operate only one month out of the next three months, the loss to the contractor would be about as follows:

1. Equipment rental stanby time or one-third of normal rental rate	$6,000
2. Wages for six keymen and operators for two months	5,000
3. Overhead expense	1,000
T o t a l	$12,000

E. H. Clymer
Cost Analyst

Lost Creek-Lowell Section
Willamette Highway
Contract #3034

Estimated Loss to Contractor if Contract Should Be Cancelled

This is the first highway contract for R. L. Houck, Jr., and after much difficulty and delay he purchased new equipment in the amount of $120,000 and has made arrangements for additional equipment in the amount of $80,000 to be delivered after July 1st, 1949.

A crew of operators and key men has been organized and the contractor contemplates working two ten-hour shifts per day when weather will permit in order to rush the completion of the project and to increase monthly revenue, part of which could be applied on the cost of the purchased equipment.

The contractor to date has completed about 10% of the work on the project, constructed a machine shop and equipment storage shed, moved considerable equipment to the job and has made necessary arrangements with various dealers for the purchase of culvert pipe, asphalt and other materials required for the job. The contractor has made commitments to another contractor, Elmer Swaggart, for furnishing all crushed gravel required for the project. Swaggart purchased and is rebuilding a crushing plant adjacent to the project and will probably start production of crushed gravel in the next two weeks. The contractor also has made arrangements with a bank, bonding company and insurance company for finance, bond and insurance.

This contract is the only work which the contractor has at this time and if cancelled, he will be out of work until he is successful in obtaining another contract which would probably require three or four months, and during this time the equipment and crew would be idle and all arrangements made for the prosecution of the work on this project would be lost.

The cost analysis indicates that if the contractor finished the contract he will make a profit of about $25,000 and will have equipment rentals in the amount of $68,000 to apply on payments on equipment and for equipment repairs.

If the contract is cancelled the contractor would probably be entitled to payment for the work performed, the estimated profit and part of the estimated equipment rentals, which would amount to:

1.	Payment for work performed to date	$28,000
2.	Estimated profit if contract were completed	25,000
3.	Four months equipment rental, contingency allowance for time equipment would be idle between cancellation of this contract and procurement of another contract	24,000
	T o t a l	$77,000

E. H. Clymer
Cost Analyst

RECEIVED
JAN 10 1940
FOR FILING

F-308(3)
3034
Dexter

January 10, 1940

Mr. Norman Dick, President
Dexter Chamber of Commerce
Dexter, Oregon

Copy Referenced To:
Adm
Assoc
C&C-Dexter

Dear Sir:

We are referring your letter in regard to appropriation to the town of Dexter to our Construction Engineer for his investigation.

It is possible a member of the construction department will contact you at the time the investigation is made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By L. H. Wakefield
Staff Engineer

cc: L. G. Smith
LHW/gd

DEXTER

"Where the Willamette Valley Begins"

CHAMBER of COMMERCE

ON HIGHWAY 58
DEXTER, OREGON

January 5, 1949.

Oregon State Highway Comm.
Salem, Oregon.

Dear Sirs;

Am writing in regard to the approachs to Dexter from the new Highway 58.

We feel as a community that this town is going to grow considerable in the next few years, and that the entrances from the new relocated highway to Dexter, do not do us justice.

Would it be possible for us or a committee to met with some of your department and discusss the possibility of a different approach to Dexter from Hwy. 58.

Hoping to hear from you in the near future,

Sincerely yours,

Norman Dick

Norman Dick, Pres.,
Dexter Chamber of Commerce.

RECEIVED
JAN 7 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1948
FOR FILING

F-308(3)
3.34
930 W.1

December 7, 1948

Mr. Orrett Cope
Dallas,
Oregon

In reply to your letter of November 29 pertaining to the clearance to Dallas from the New Willamette Highway, I wish to advise that the westerly clearance will be at Station 372 + 50 and the easterly clearance at Station 666 + 00.

There will be no connection between the existing highway and the new highway between Station 670 and 680.

R. H. Baldock
State Highway Engineer

By:
V. G. Williams
Assistant State Highway
Engineer

cc: R. H. Baldock

ASSIG[illegible] I

No. 2[illegible]

DESCRIPTION: Letter of 11-29-48 from Grant Copp enclosing check for print of new Willamette Highway from Lost Creek to Lowell bridge and asking for further information

DATE: 12-3-48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 12-7-48 E

REMARKS:

RETURNED
TO Mr. W C. Williams
FOR
FOR DESTRUCTION

Proper reply. We have no prior correspondence on this. Note that check for blueprinting has been forwarded to accounting dept.

Westerly Approach to Dexter at Sta 571+50

Easterly - - - at Sta 666+00

No Connection to Existing Hwy between

Sta 670 and 680

COPP INSURANCE & REAL ESTATE
DEXTER, OREGON

RECEIVED
DEC 1 - 1948
LEGAL DEPT.

November 29, 1948.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs;

As you will note by the enclosed invoice and check, we ordered Print Drawing of the New Willamette Hwy. from Lost Creek to Lowell bridge. On this drawing we cannot tell just where the Dexter by pass for leaving and entered Dexter comes. This subject has came up in the Dexter Chamber of Commerce, of which I am a director of, just where our signs etc. should be posted, in order to know where we must have a clearer knowledge of our main entrances. Does the old Hwy. 58 enter the new hwy. between Engineers stations 670 and 675, just east of the New Lost Creek Rd. which is located on the West Line of D. L. C. No. 44.? Also please give us information on the entrance between stations 570 and 575, just east of Lost Creek Bridge. Does the old Hwy. 58 run into the new hwy. or is this service road just east of the Nystrom house the entrance to Dexter.

Would appreciate this information as soon as possible, thanking you in advance,

Sincerely yours,

Grant Copp

(W'-nd) 6E-9-J
6E-F-6

NOTE
W. C. WILLIAM

CAPITAL STOCK
Standard protection
COMPANY INSURANCE

RECEIVED
DEC FEB 4 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

October 15, 1948

P. O. BOX 2000
PORTLAND 8, OREGON

F-308(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project F-308(3), Lost Creek-Lowell Section of the Willamette Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

For

PR 2 (Revised 1946)

WA8pr 7541

State Oregon

Federal 414 Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of October, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a project statement, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of June, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred thirty thousand and no/100 dollars ($130,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11570-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, Laws 1917; Chap. 51, Laws 1920; Chap. 329, Laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 570+00 in the NW 1/4, section 8, T. 19 S., R. 1 W., Wilm., and survey station 26+00 in the NE 1/4, section 23, T. 19 S., R. 1 W., Wilm., without exception,

, length 4.021 miles, in Lane County, being Oregon Federal Aid project No. F-306(3), consisting of 4.021 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred thirty thousand and 00/100 dollars ($130,000.00), which does not exceed the authorized Federal pro rata share of three hundred fourteen thousand, eighty-five and 75/100 dollars ($314,085.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter [illegible], Laws of 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted] STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

RECOMMENDED FOR APPROVAL:
Assistant STATE HIGHWAY ENGINEER

Attest [redacted]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11276-2

RECEIVED
OCT 15 1948
OREGON DISTRICT

RECEIVED
FEB 4
FOR FILING

F-308(3)

August 29, 1940

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Lost Creek-Lowell Section, Project No. F-308 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encl.

Oregon State Highway Department — Federal Aid Project No. F-306 (3)

LOST CREEK-LOWELL SECTION OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate on basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 570+00 to 776+31.06 = 20+00 to 26+00)

All Required		Clearing and Grubbing (95%)	$	$ 19,000.00
590	cu. yds.	Structural Excavation, Unclassified	2.50	1,475.00
190	cu. yds.	Trench Excavation, Unclassified	2.00	380.00
177,500	cu. yds.	General Excavation, Location "A", Unclassified	0.35	62,125.00
46,000	cu. yds.	General Excavation, Location "B", Unclassified	1.00	46,000.00
600,000	yds. mile	Short Overhaul	0.01	6,000.00
9,000	C-yds. miles	Long Overhaul	0.35	3,150.00
5,000	cu. yds.	Excavating and Placing Topsoil	0.48	2,400.00
1,400	yds. mile	Truck Haul on Topsoil	0.25	350.00
4.02	miles	Finishing Roadbed & Slopes	500.00	2,010.00
7,000	lin. ft.	Mounting Curbing	0.15	1,050.00
80	lin. ft.	18" Corr. Metal Pipe	3.60	288.00
60	lin. ft.	36" Corr. Metal Pipe	9.00	540.00
300	lin. ft.	72" Corr. Metal Pipe, Uncoated	25.00	7,500.00
1,700	lin. ft.	6" Perf. Metal Drain Pipe, Coated	2.00	3,400.00
1,060	lin. ft.	12" Concrete Pipe	1.75	3,975.00
260	lin. ft.	24" Concrete Pipe	4.50	1,080.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00
90	lin. ft.	30" Concrete Pipe	6.50	585.00
200	lin. ft.	36" Concrete Pipe	8.00	1,600.00
150	lin. ft.	2" Galvanized Water Pipe	0.75	112.50
200	lin. ft.	4" Galvanized Water Pipe	2.25	450.00
240	cu. yds.	Rock or Gravel Backfill in Drains	3.50	840.00
63,000	cu. yds.	Selected Roadbed Topping	0.52	32,760.00
74,000	yds. mile	Hauling Roadbed Topping	0.25	18,500.00
7,600	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.65	20,140.00
1,470	M-gal.	Sprinkling	2.50	3,675.00
6	acres	Seeding	50.00	300.00
4.02	miles	Preparation of Base	200.00	804.00
6,400	cu. yds.	Furnishing & Placing Aggregates	3.50	22,400.00
68	tons	Furnishing & Placing MC-3 or Emulsified Asphalt in Seal Coat	35.50	2,414.00

98	tons	Furnishing & Placing RC-3 Asphalt in Binder Courses	$ 35.50	$ 3,479.00
420	tons	Furnishing & Placing 120-150 Asphalt	37.50	15,750.00
		Subtotal		$285,538.50
		10% Engr. & Cont.		28,553.25
				$314,085.75

Length of Project 4.021 miles
Cost per mile $78,111.35

Federal Aid Funds	$130,000.00
State Funds	184,085.75
	$314,085.75

State Funds for Counties Chapter 175, Laws 1917; Chapter 31, Laws 1930; Chapter 529, Laws 1939.
State Funds for Maint. Chapter 529, Laws 1939.

Oregon State Highway Department — Federal Aid Project No. F-308 (3)

LOST CREEK-LOWELL SECTION OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1940

Roadway (Sta. 570+00 to 776+31.06 = 20+00 to 26+00)

All Required		Clearing and Grubbing (95%)	$	$ 19,000.00
590	cu. yds.	Structural Excavation, Unclassified	2.50	1,475.00
190	cu. yds.	Trench Excavation, Unclassified	2.00	380.00
177,500	cu. yds.	General Excavation, Location "A", Unclassified	0.35	62,125.00
46,000	cu. yds.	General Excavation, Location "B", Unclassified	1.00	46,000.00
600,000	yd. sta.	Short Overhaul	0.01	6,000.00
9,000	C-yd. stas.	Long Overhaul	0.35	3,150.00
5,000	cu. yds.	Excavating and Placing Topsoil	0.48	2,400.00
1,400	yd. mile	Truck Haul on Topsoil	0.25	350.00
4.02	miles	Finishing Roadbed & Slopes	500.00	2,010.00
7,000	lin. ft.	Rounding Cutbanks	0.15	1,050.00
80	lin. ft.	18" Corr. Metal Pipe	3.60	288.00
60	lin. ft.	36" Corr. Metal Pipe	9.00	540.00
300	lin. ft.	72" Corr. Metal Pipe, Uncoated	25.00	7,500.00
1,700	lin. ft.	8" Perf. Metal Drain Pipe, Coated	2.00	3,400.00
1,060	lin. ft.	18" Concrete Pipe	3.75	3,975.00
240	lin. ft.	24" Concrete Pipe	4.50	1,080.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00
90	lin. ft.	30" Concrete Pipe	6.50	585.00
200	lin. ft.	36" Concrete Pipe	8.00	1,600.00
150	lin. ft.	2" Galvanized Water Pipe	0.75	112.50
200	lin. ft.	4" Galvanized Water Pipe	2.25	450.00
240	cu. yds.	Rock or Gravel Backfill in Drains	3.50	840.00
63,000	cu. yds.	Selected Roadbed Topping	0.52	32,760.00
74,000	yd. mi.	Hauling Roadbed Topping	0.25	18,500.00
7,600	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.65	20,140.00
1,470	M-gal.	Sprinkling	2.50	3,675.00
6	acres	Seeding	50.00	300.00
4.02	miles	Preparation of Base	200.00	804.00
6,400	cu. yds.	Furnishing & Placing Aggregates	3.50	22,400.00
68	tons	Furnishing & Placing RC-3 or Emulsified Asphalt in Seal Coat	35.50	2,414.00

98	tons	Furnishing & Placing RC-3 Asphalt in Binder Course	@ 35.50	@ 3,479.00
480	tons	Furnishing & Placing RC-250 Asphalt	37.50	17,760.00
			Subtotal	$285,530.00
			10% Engrg. & Contg.	28,553.75
				$314,083.75

Length of Project 4.021 miles
Cost per mile $78,111.35

Federal Aid Funds	$130,000.00
State Funds	184,083.75
	$314,083.75

State Funds for Counties: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
State Funds for Maintenance: Chapter 529, Laws 1939.

13
4.00
4.15 - 2.0am

Oregon State Highway Department — Federal Aid Project No. F-308(1)

Lost Creek - Lowell Section of the Willamette Highway in Lane County

(Estimate as basis for project agreement. Based on low bid prices)

Salem Oregon July 1948

Roadway (Sta. 570+00 to 776+3106 = 20+00 to 26+00)

All Regions	Clearing and Grubbing (95%)			$ 19000 00
590 Cy	Structural Excavation, Unclassified		2.50	1475 00
190 "	Trench "	"	2.00	380 00
1775 00				
108500 "	Ground " Location "A", Unclassified		35	62125 00
46000 "	" " " "B" "		1.00	46000 00
600000 Cyds	Haul Overhaul		.01	6000 00
9,000 Cyds	Long "		35	3150 00
5,000 Cy	Excavating and Placing Topsoil		48	2400 00
1,400 yds	Truck Haul on Top Soil		.25	350 00
4.0 Miles	Finishing Roadbed & Slopes		500 00	2010 00
7000 Lf	Rounding Cut Bank		.15	1050 00
80 "	18" Conc. Metal Pipe		3.60	288 00
60 "	36" " " "		9.00	540 00
300 "	72" " " " Uncoated		25.00	7500 00

1700	ln	8" Perf. Metal Drain Pipe Coated	2.00	3400.00
1060	"	18" Concrete Pipe	3.75	3975.00
240	"	24" " "	4.50	1080.00
200	"	24" Extra Strength Concrete Pipe	5.00	1000.00
90	"	30" Concrete Pipe	6.50	585.00
200	"	36" " "	8.00	1600.00
150	"	2" Galvanized Water Pipe	.75	112.50
200	"	4" " "	1.25	450.00
240	Cy	Rock in Gravel Backfill in Drain	3.50	840.00
63,000	"	Selected Roadbed Topping	.52	32,760.00
74,000	gmi	Hauling "	.26	18,500.00
71,000	Cy	3/4" to 0" Gravel in Loading Course & Shoulders	2.66	20,140.00
1,470	M.Gal	Sprinkling	2.50	3675.00
6	Acre	Seeding	50.00	300.00
40	Mile	Preparation of Base	20.00	804.00
10,400	Cy	Furnishing & Placing Aggregate	3.50	36,400.00
68	Ton	" " " RC-3 or Equiv. Asphalt in Seal Coat	35.5	2414.00
98	"	" " " RC-3 Asphalt in Binder Course	35.5	3479.00
420	"	" " " 121-150 Asphalt	37.5	15750.00
~~120~~	~~"~~	~~" " " RT-4 Tar in Binder Course~~		
~~540~~	~~"~~	~~" " " RT-9 Tar~~		
		Subtotal		285,532.50
		10% Engineering		28553.25
		Total		314085.75

Length of Project 4.021 miles
Cost per mile $ 78,111.35

Federal Aid Funds	$ 130,000.00
State Funds	184,085.75
	$ 314,085.75

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920; Chap 529 Laws 1939.
State Funds for Maint: Chap 529, Laws 1939

June 22, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Lost Creek-Lowell Section, Project No. F-308 (3), in which estimate changes have been made in the unit prices for the conservation items.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH/ge

Encl.

Oregon State Highway Department — Federal Aid Project No. F-308 (3)

LOST CREEK-LOWELL SECTION OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 22, 1948

Roadway (Sta. 570+00 to 776+31.06 = 20+00 to 26+00)

All Required		Clearing and Grubbing (95%)		$ 19,000.00
590	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,770.00
190	cu. yds.	Trench Excavation, Unclassified	3.00	570.00
177,500	cu. yds.	General Excavation, Location "A", Unclassified	0.45	79,875.00
46,000	cu. yds.	General Excavation, Location "B", Unclassified	0.95	43,700.00
600,000	yd. stas.	Short Overhaul	0.015	9,000.00
9,000	C-yd. stas.	Long Overhaul	0.50	4,500.00
5,000	cu. yds.	Excavating and Placing Topsoil	0.75	3,750.00
1,400	yd. mi.	Truck Haul on Topsoil	0.20	280.00
4.02	miles	Finishing Roadbed and Slopes	600.00	2,412.00
7,000	lin. ft.	Rounding Cutbanks	0.15	1,050.00
80	lin. ft.	18" Corrugated Metal Pipe	3.00	240.00
60	lin. ft.	36" Corrugated Metal Pipe	10.00	600.00
300	lin. ft.	72" Corrugated Metal Pipe, Uncoated	30.00	9,000.00
1,700	lin. ft.	8" Perf. Metal Drain Pipe, Coated	1.50	2,550.00
1,060	lin. ft.	18" Concrete Pipe	3.00	3,180.00
240	lin. ft.	24" Concrete Pipe	4.50	1,080.00
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00
90	lin. ft.	30" Concrete Pipe	7.00	630.00
200	lin. ft.	36" Concrete Pipe	9.00	1,800.00
150	lin. ft.	2" Galvanized Water Pipe	1.00	150.00
200	lin. ft.	4" Galvanized Water Pipe	2.00	400.00
240	cu. yds.	Rock or Gravel Backfill in Drains	4.00	960.00
63,000	cu. yds.	Selected Roadbed Topping	0.50	31,500.00
74,000	yd. mi.	Hauling Roadbed Topping	0.15	11,100.00
7,600	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.75	20,900.00
1,470	M-gals.	Sprinkling	2.50	3,675.00
6	acres	Seeding	50.00	300.00
4.02	miles	Preparation of Base	200.00	804.00
6,400	cu. yds.	Furnishing and Placing Aggregates	3.75	24,000.00

68	tons	Furnishing and Placing MC-3 or Emulsified Asphalt in Seal Coat	$ 37.00	$ 2,516.00
98	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	3,626.00
420	tons	Furnishing and Placing 120-150 Asphalt	37.00	15,540.00
120	tons	Furnishing and Placing RT-4 Tar in Binder Course	31.00	(Alternate)
512	tons	Furnishing and Placing RT-9 Tar	31.00	(Alternate)
			Subtotal	$301,458.00
			10% Engr. & Cont.	30,145.80
			Total	$331,603.80

Length of Project 4.021 miles
Cost per mile $82,467.99

Federal Aid Funds - - -

Oregon State Highway Department — Federal Aid Project No. F-308 (3)

LOST CREEK-LOWELL SECTION OF THE WILLAMETTE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 9, 1948

Roadway (Sta. 570+00 to 776+31.06 = 20+00 to 26+00)

All Required		Clearing and Grubbing (95%)		$ 19,000.00	
590	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,770.00	
190	cu. yds.	Trench Excavation, Unclassified	3.00	570.00	
177,500	cu. yds.	General Excavation, Location "A", Unclassified	0.45 ~~0.30~~	~~53,250.00~~	79,875.00
46,000	cu. yds.	General Excavation, Location "B", Unclassified	0.95 ~~0.90~~	~~41,400.00~~	43700.00
600,000	yd. stas.	Short Overhaul	0.015	9,000.00	
9,000	C-yd. stas.	Long Overhaul	0.50	4,500.00	
5,000	cu. yds.	Excavating and Placing Topsoil	0.75	3,750.00	
1,400	yd. mi.	Truck Haul on Topsoil	0.20	280.00	
4.02	miles	Finishing Roadbed and Slopes	600.00	2,412.00	
7,000	lin. ft.	Rounding Cutbanks	0.15	1,050.00	
80	lin. ft.	18" Corrugated Metal Pipe	3.00	240.00	
60	lin. ft.	36" Corrugated Metal Pipe	10.00	600.00	
300	lin. ft.	72" Corrugated Metal Pipe, Uncoated	30.00	9,000.00	
1,700	lin. ft.	8" Perf. Metal Drain Pipe, Coated	1.50	2,550.00	
1,060	lin. ft.	18" Concrete Pipe	3.00	3,180.00	
240	lin. ft.	24" Concrete Pipe	4.50	1,080.00	
200	lin. ft.	24" Extra Strength Concrete Pipe	5.00	1,000.00	
90	lin. ft.	30" Concrete Pipe	7.00	630.00	
200	lin. ft.	36" Concrete Pipe	9.00	1,800.00	
150	lin. ft.	2" Galvanized Water Pipe	1.00	150.00	
200	lin. ft.	4" Galvanized Water Pipe	2.00	400.00	
240	cu. yds.	Rock or Gravel Backfill in Drains	4.00	960.00	
63,000	cu. yds.	Selected Roadbed Topping	0.50	31,500.00	
74,000	yd. mi.	Hauling Roadbed Topping	0.15	11,100.00	
7,600	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.75	20,900.00	
1,470	M-gals.	Sprinkling	2.50	3,675.00	
6	acres	Seeding	50.00	300.00	
4.02	miles	Preparation of Base	200.00	804.00	
6,400	cu. yds.	Furnishing and Placing Aggregates	3.75	24,000.00	

68	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	$ 37.00	$ 2,516.00	
98	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	3,626.00	
420	tons	Furnishing and Placing 121-150 Asphalt	37.00	15,540.00	
120	tons	Furnishing and Placing RT-4 Tar in Binder Course	31.00	(Alternate)	
512	tons	Furnishing and Placing RT-9 Tar	31.00	(Alternate)	
		Subtotal		[illegible]	301458.00
		10% Engr. & Cont.		[illegible]	301 45 80
		Total		[illegible]	331,603.80
		Length of Project	4.021 miles	#	
		Cost per mile	[illegible]	82,467.99	

Federal Aid Funds	$130,000.00	
State Funds	[illegible]	201603.80
	[illegible]	331603.80

LOST CREEK-LAVINA SECTION

PROJECT NO. F-302 (3)

While negotiations for rights of way are in progress, four parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed that all necessary rights of way can be made fully available within 15 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 9, 1948

Lost Creek - Lowell Section
Project No F-308(3)

While negotiations for rights of way are in progress, some parcels have not been acquired nor has title right to occupy and use them parcels been secured but it is understood that all necessary rights of way can be made fully available within 18 days.

	U.G. (5 Yr)		1000-
10 Cu	Rtn Svc	2.50	25-
10 "	Dr "	2-	20-
1500 "	Gen. Use A	85	575-
013	Trip RB	500	65-
80 Mf	18" Conc Pipe	3.75	300.00
10 "	24" " "	4.50	45-
1000 Cu	RB Trp	52	520-
2000 sqi	Hand Dupp	25	500-
200 Cu	3/4" Crushed	2.65	530-
30 M Gal	Opened	2.50	75-
013 mi	Rep of Road	200-	26-
100 Cu	Asphalt	3.50	350-
2 Jun	RC-3 or Equal	35.50	71-
2 "	RC-3	35.50	71-
10 "	15H-150 Asp	37.50	375-

June 11, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision pages numbers 28 and 29 for the Lost Creek-Lowell Section, Project No. F-306 (3), which pages have been revised by the addition of a specification under the subhead "Limitation of Access to Right of Way."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCW/gs
Encl.

RECEIVED
FILING

F-308(3)

701W

August 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

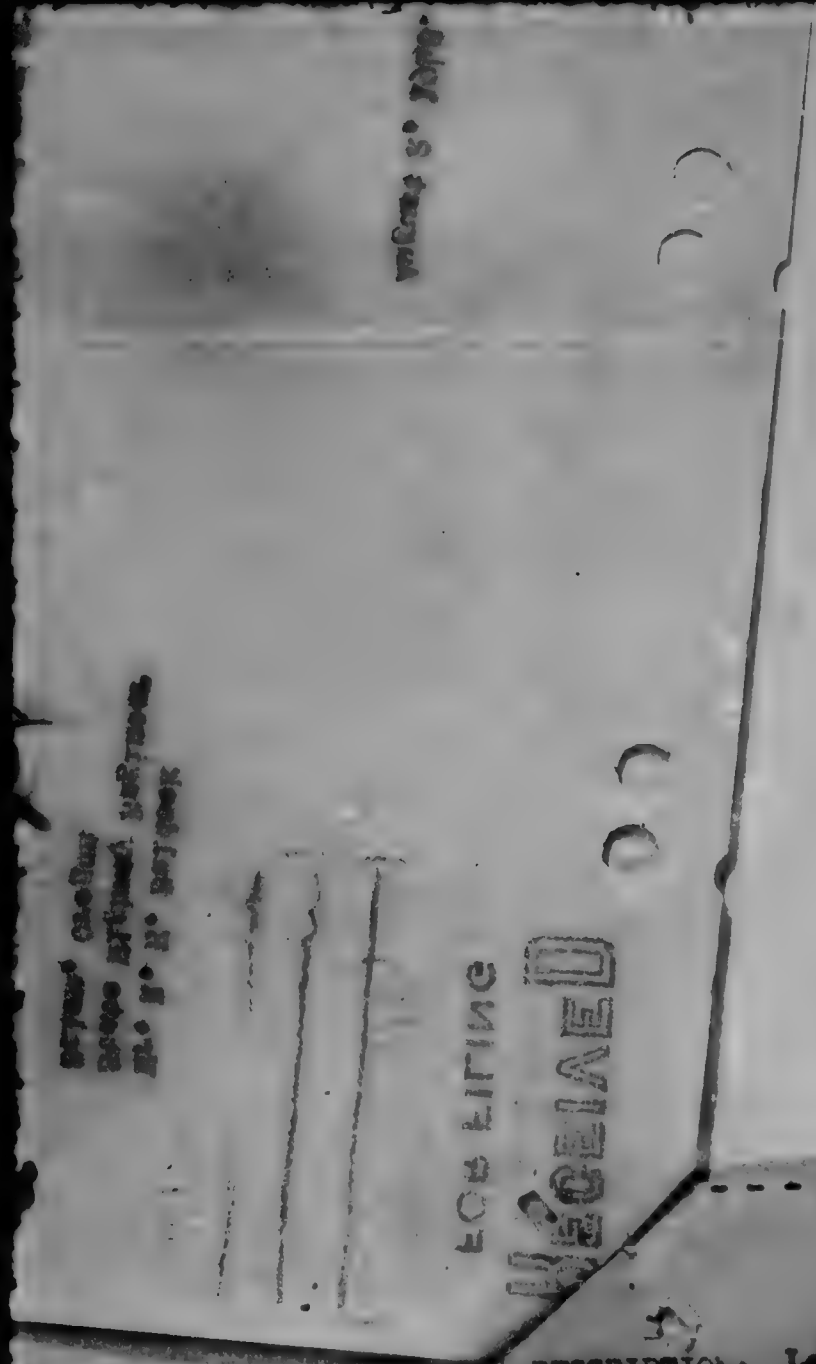
Dear Sir:

We refer to our letter of July 28, 1947 and your reply of July 31, 1947 requesting information relative to right-of-way through the property of Mr. Crumpton on Federal Aid Project No. F-308(3), Lost Creek - Lowell Section. We again requested this information on July 1 and would appreciate advice as to the settlement made for this right-of-way.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
AUG 1948
OFFICE OF
CONSTRUCTION ENGINEER



ASSIGNMENT No. 70, WCW

DESCRIPTION: Let 8/2/48 from T.M.Davis, FRA re r/w through Crumpton property on F-308(3), Lost Creek-Lowell Section.

DATE: 8/18/48 ASSIGNED TO: De Sousa

- ☐ Investigation and report to this office
- ☒ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 8-24-48 mc

REMARKS:

RECEIVED
NOV - 1 1948
FOR FILING

AGENDA
AUG 9 1948

F-308(3)
3034

July 6, 1948

Ray L. Smith, Jr.
1263 North 25th Street
Salem, Oregon

Dear Mr. Smith:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing, oiling, and furnishing crushed gravel in stockpiles on the Lost Creek-Idanha section of the Willamette Highway in Linn County. This award was based on your low bid of $[illegible], using asphalt, submitted on June 29, 1948.

Contract Forms will be sent to you for execution within the next few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

get confirmed

cc

cc - Mr. R. G. Smith (3)
Mrs. Goldie Lewis
Mr. A. E. Packard

L. A. White, Assistant Commissioner
State Industrial Accident Commission
Building

54C

Files

WESTERN UNION

1200

JOSEPH L. EGAN, PRESIDENT

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 6, 1948
3:30 p.m.

Roy L. Houck, Jr.
1585 N. 20th Street
Salem, Oregon

State Highway Commission awarded you today contract for Lost Creek-Lowell Section of Willamette Highway, Lane County, based on your low bid submitted June 29, 1948. Contract forms follow shortly.

H. B. Elmsyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $1. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, at subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
AUG 5 - 1948
FOR FILING
DIVISION DISTRICT
F-308(3)
3034
617W.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2220
PORTLAND 8, OREGON

July 1, 1948

RECEIVED
JUL 2 - 1948
LEGAL DEP'T.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of July 28, 1947 enclosing correspondence between Senator Morse, Mr. William Crampton, Dextor, Oregon and Public Roads relative to Right-of-Way for the Willamette Highway through the W 1/2 of the N.E. 1/4 of Section 23, T. 19 S. R. 1 W. W.M.

Under date of July 31, 1947 you replied you did not have knowledge of ~~our~~ negotiations for Right-of-Way through Mr. Crampton's property.

Since this right-of-way is involved in Federal-aid project F-308(3), Lost Creek-Lowell Section we would appreciate advice as to the outcome of your negotiations and settlement with Mr. Crampton.

REFERRED
TO Mr. Williams
FOR
J.W. DE SOUZA

Very truly yours,

T. M. DAVIS
District Engineer

Transaction closed and payment made 8-2-48

RECEIVED
JUL 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 4 - 1948
FOR FILING

4308 (3)
3034

August 3, 1948

Roy L. Houck, Jr.
1585 North 20th St.
Salem, Oregon

Dear Mr. Houck:

We enclose herewith a fully executed copy of Contract No. 3034 which was awarded to you on July 6, 1948 by the State Highway Commission, covering the Lost Creek-Lowell Section of the Willamette Highway in Lane County. This copy is for your records and files.

The surety on your bond has already obtained their copy.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
JUL 19 1948
FOR FILING

F 308(3)
3034

July 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1948 on Contract No. 3034, Lost Creek-Lowell Section, in connection with Federal Aid Project No. F-308 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

KHC/ge

RECEIVED
JUL 19 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 14, 1948

F-308(3)
3024

R 12067
12067-A

Mr. Walter M. Keeney
Dexter, Oregon

Dear Mr. Keeney:

On July ninth I wrote to you with reference to cattle pass and approach road on your property on the Lost Creek-Lowell Section of the Willamette Highway advising that the construction of the items would be eliminated from the project.

Since that time there has been some discussion with the Army Engineer, and the information received is to the effect that the Dexter Dam is only in the planning stage, and it is not definitely decided whether or not it will be constructed, and if it is constructed, the elevation of the water level. I also understand that no negotiations have been carried on for land acquisitions for the project.

Under these circumstances, it would seem that we should plan on constructing the cattle pass and the approach roads unless subsequent developments indicate that they will not be necessary.

If you have any further information on the matter, we would be very glad to hear from you.

Yours very truly,

J. M. DEVERS

By

J. W. DE SOUZA
Assistant Counsel

JWD:avh
cc - W. C. Williams

RECEIVED
JUL 12 1948
FOR FILING

COMMISSIONERS
T. H. SANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
M. R. CHESSMAN, MEMBER
ASTORIA

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

F-308(3)
3-34

July 9, 1948

12067
12067-A

MR. WALTER KENNEY
Sumner, Oregon

Dear Mr. Kenney:

Receipt is acknowledged of your letter of July 7th with reference to your property on the Lost Creek-Lowell Section of the Willamette Highway, in which you advised that the Sumner Mill flood your property north of the highway and therefore it will not be necessary to construct the cattle-pass which was agreed to be installed at Station 667+50.

This structure was included in the plans for the construction of the project, but, in view of the fact that it will not be necessary, it will be eliminated.

The plans also show an approach to the highway on the north side, in the vicinity of Station 667+00, and, in view of the flooding of the property, it is assumed that this also can be eliminated.

We deeply appreciate your calling attention to the matter and unless there are some other items which you especially desire to discuss with Mr. Parker, he will not be requested to call upon you, as he is very busy at the present time on a project in Portland which is of considerable importance.

Yours very truly,

J. H. DEVERS

By
J. W. DeCOSTA
Assistant Attorney

cc W C Williams
JWD/CK

RECEIVED
JUL 7 1948
FOR FILING

F-308(3)
1034

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(54)..

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA188 PD GOVT=PORTLAND ORG 6 247P

BALDOCK STATE HIGHWAY ENGINEER=

JUL 6 PM 2 57

REYOURTEL ALL RIGHTS ENTRY ACQUIRED OREGON F-308 (3)
PROJECT. WE HEREBY CONCUR TODAY IN AWARD CONTRACT TO
ROY L HOUCK, JR., LOW BIDDER=

DAVIS=

F-308 (3)=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 6, 1946

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
821 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT LOST CREEK-LOWELL PROJECT TO ROY L. ROOSE, JR. OF SALEM. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
JUL 7 1948
FOR FILING
OREGON DISTRICT
F 308(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 1, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the bids received on June 29, 1948 for the construction of Oregon Project Number F-308(3), Lost Creek-Lowell Section of the Willamette Highway. We are ready to concur in award to the low bidder upon receipt of advice that all right-of-way has been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 6 1948
OREGON
STATE HIGHWAY COMMISSION

S-40(2) Middle Grove-Pudding River Sec., 1948
Silverton Co. Rd.
#3035

RECEIVED
FEB 5 1960
FOR FILING
8.40(2)
3035

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1960

SUBJECT: Construction of Approach Road
Per Right of Way Commitment
Roy Rutschman Property
Salem-Silverton County Road

To:

Mr. J. D. Walker
Division Engineer
Salem, Oregon

We are attaching hereto copies of recent correspondence concerning subject road approach which should have been constructed southerly of Station 403+80 on the Middle Grove-Pudding River Section of the Salem-Silverton County Road as a right of way obligation (Right of Way File #14639).

Mr. Stephenson asks that this approach road should be built as soon as convenient. He also states that it will be necessary to confer with Mr. Maison concerning the prefix to which the work should be charged as the Salem-Silverton Highway is a County Road.

Please advise this office when the work has been completed.

John A. Phillips

J. A. Phillips
Assistant Maintenance Engineer

JAP:rnc

Attachments

cc: Forrest Cooper
P. M. Stephenson
F. T. Lacey

NOTED
P. M. STEPHENSON

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB - 3 1960
FOR FILING
8-40(2)
3035

Salem, Oregon
February 2, 1960

Mr. I. A. De France
Maintenance Engineer
Office

Attached is a copy of a letter received from Mr. Roy Rutschman of Silverton, Oregon.

Investigation proves that the construction of this approach road is a part of the right-of-way obligation and one that was never fulfilled.

Mr. Rutschman now desires the construction of this approach road, and you should proceed as soon as convenient to build the same.

It will be necessary for you to confer with Mr. Maison to determine to what prefix this work should be charged, inasmuch as it is not a state highway.

P. M. Stephensen
Assistant State Highway Engineer

PMS:ir

Attachment

cc Mr. Forrest Cooper

February 2, 1960

Mr. Ray Rutschman
Route 2
Silverton, Oregon

Dear Sir:

Since receiving your letter of January 16, we have notified our Maintenance Division to proceed with the construction of the approach southerly of Station 403+80 on the Middle Grove-Pudding River Section of the Salem-Silverton County Road.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephensen
Assistant State Highway Engineer

PMS:er

cc Mr. I. A. De France

[redacted]chman
[redacted]erton, Ore.
R. 2, Box 191

REFERRED TO
Cooper

[redacted]erton, Ore.
Jan. 16, 1960

RECEIVED
JAN 18 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

H. C. Williams
State Highway Engineer
Salem, Oregon.

Dear Sir:

Right-of-way Obligation
Middle Grove-Pudding River Section
Salem-Silverton County Road.

This is in reply to your letter of January 6.

The land along side of the unfulfilled obligation at station 403+80 cannot be adequately reached at the present time. I am in dire need of this approach and request the Highway Dept. to build this approach.

Should the highway department need any addional information the Silver Creek S. C. S. at Silverton would be available.

Thankyou for reopening this agreement entered into in 1948 file no 14659. I sincerely appreciate your desire to complete the unfulfilled approach.

Very Truly Yours, Roy Hutchman

FORREST COOPER
NOTE

Right of way will probably be obtained from Hutchman
Deeds
Agreement

RECEIVED
JAN - 7 1960
FOR FILING
1.40(2)
3035

January 6, 1960

Mr. Ray Hutchens
Route 2
Silverton, Oregon

Dear Sir:

Right-of-way Obligation
Middle Grove-Pudding River Section
Salem-Silverton County Road

It has been brought to my attention that there is an unfulfilled right-of-way obligation in connection with our purchase of 0.68 acre of right of way from you in 1948 (Right of Way File No. 14639), the unfulfilled obligation being failure to construct an approach southerly of Station 403+60.

We cannot, at this time, determine why this approach was not constructed, as our engineering personnel who were working on this job are no longer with the organization. Had you brought this matter to our attention at any time during the intervening years, we would have taken immediate action to fulfill our obligation, and we still stand ready to do so.

It is felt that perhaps you might have some change in thinking as to required access at this time, but we will, in any case, build the approach as stated in the option, or reopen right-of-way negotiations with you looking to a fair reimbursement to you of the value of the approach. Would you please advise us as to your wishes in the matter, so that we may settle this obligation.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp mc

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. L. Porter
Mr. I. A. DeFrance
Mr. Walter T. Wright
Mr. J. D. Walker

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 31, 1959

SUBJECT:

To:

Mr. Tom Edwards
Construction Engineer
D e p a r t m e n t

Roy Rutschman, Route 2, Silverton, complained during the discussion period of the State Highway drainage policy panel before the Mid-Willamette Valley meeting of Soil Conservation supervisors at Harrisburg November 23, 1959, that the State Highway Department had never lived up to its right of way obligation in buying property from him for reconstruction of the Middle Grove-Pudding River Section, Salem-Silverton County Road.

Right of Way Agent Don Norlin acquired 0.68 acre of right of way for $410.80 from Rutschman under Right of Way File 14639, the option for which is dated July 2, 1948. Of the several specified obligations all have been completed, according to a recent investigation by D.M.S. Lacey, except for a field approach south of Station 403+80, which would cost approximately $900.00 to construct due to need of a double 36-inch culvert in the 7-foot deep roadside ditch.

A check was made with the County and City Relations office to determine if this would be a State or Marion County obligation. Since we bore the entire cost of this project including right of way, it was their consensus we would have to stand the cost of any such obligation on this same basis. There is no construction agreement on this section--only a maintenance and encroachment agreement.

Our construction file has been searched for explanation of skipping this obligation. None was found here, nor was any found in the Right of Way office. Possibly during construction Resident Engineer John F. McGee talked Mr. Rutschman out of this approach due to cost of construction and since only previous access to the field was a dry months' ford. This would be hard to substantiate, since all members of McGee's crew have retired or been released except one, who recalls question of this obligation arose but cannot recall whether it was to be done later or not at all. The construction diary has been destroyed.

A check was made with the Right of Way and Legal Division, who advise this obligation was contractual in nature subject to a 7 years' statute

of limitations, relieving us of any legal obligation but not of the moral obligation.

From a public relations standpoint I recommend we complete this obligation. Since there is always a chance Rutschman would release this obligation for less than it would cost to build the approach, I recommend the matter be turned over to Right of Way for renegotiation.

J. D. Walker
Division Engineer

By G. W. Wimer

G. W. Wimer
Assistant Division Engineer

GWW:AM
cc Mr. D. H. Moehring
Mr. Clarence Swenson

FORM E-30X—90M—2-59—19180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 22, 1959

SUBJECT: Roy Rutschman
R/W Option No. 14639
Salem-Silverton Hwy.

To:

J. D. Walker
Division Engineer
O f f i c e

Attention: G. W. Winer

RECEIVED
DEC 2 1 -
DIVISION OF
RIGHT OF WAY

In regard to the subject right of way obligation, I find that all of the listed obligations have been completed except the construction of an approach at Station 403+80, south side (see sketch).

To construct this approach would require approximately 60 cubic yards of fill and approximately 80 lineal feet of 36" concrete culvert plus gravel surface. This may have been one of the reasons it was never installed, as the cost would be approximately $900 for a field approach.

Please advise if we are to do anything further.

F. T. LACEY

F. T. Lacey
Dist. Maint. Supt.

FTL:MM

T7S R2W Sec. 1
T7S R1W Sec. 6

400

405

CENTRAL HOWELL
← ¾ MILE

30'

← SALEM

SILVERTON →

Timp. 36" Conc. Culvert

7' deep ditch

Const'd Gravel Approach +80

Property Line

RUTSCHMAN PROPERTY
Deed RW 11064
Option 14639

RUDOLSHAGER PROPERTY
Deed RW 10009
Option 14641

SALEM - SILVERTON HWY.
MARION COUNTY
DEC. 1959

NOTED
V. R. JONES

NOTED
Harold G. Ayers

NOTED
John F. Hagemann

Salem, Oregon
December 31, 1957

Disposition of state-owned right-of-way:
Salem-Silverton County Road
FAS 147, Marion County

Mr. Earl Saling
O F F I C E

File 14037

Contract 3035
L-40(2)

Attached is a copy of a letter signed by the Marion County Court advising of the county's wishes in any future disposition that might be made of right-of-way obtained by the state on the subject named county road. This letter will supersede any previous requests by the county.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

cc: W. H. Haskin

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

...REX HARTLEY
COMMISSIONER ROY J. RICE
COMMISSIONER E. L. ROGERS

PHONE EMPIRE 4-4401

MARION COUNTY COURT

COURTHOUSE
SALEM, OREGON

December 27, 1957

RECEIVED
DEC 31 1957
ENGINEER
COUNTY & CITY RELATIONS

Mr. W. C. Williams
State Highway Engineer
State Highway Department
State Highway Building
Salem, Oregon

Attention: Mr. John F. Hagemann
Asst. Engr., County & City Relations

Dear Sir:

Reference is made to the property purchased for right-of-way by the State Highway Commission in connection with FAS projects on the Salem-Silverton County Road.

Please be advised that the County Court wishes the State to retain for road purposes 50 feet on each side of center line and has no objection to the State selling any property beyond these limits. This letter will supersede any previous County communication in this matter.

Very truly yours,

MARION COUNTY COURT

By: Rex Hartley
Judge

Roy J. Rice
Commissioner

E. L. Rogers
Commissioner

RH:jdl

NOTED
V R. JONES

NOTED
Harold C. Ayers

FORM E-30X—37,500—8-56—56668

OREGON STATE HIGHWAY DEPARTMENT NOTED

INTER-DEPARTMENT CORRESPONDENCE John F. Hagemann

Salem, Oregon
December 30, 1957

SUBJECT:

To: Mr. W. H. Haskin

RECEIVED
DEC 31 1957
ENGINEER
COMMUNITY RELATIONS

You have a copy of John Hagemann's letter to me of December 19 and my letter to Mr. Cooper dated December 23, concerning the sale of some excess right of way on the Middle Grove-Central Howell Section of the Salem-Silverton County Road, FAS 147.

It would seem appropriate that the parcel of land which Mr. Wampler wishes to buy might well be sold to him with a retention of a 50-foot width from the center line of the highway for right-of-way purposes.

The adjoining piece of this property should best be sold to the adjoining property owner. I would ask that you contact Mr. Gerber and see if a sale of both of these pieces might not be made.

GSP:gs

G. S. Paxson

cc Mr. W. C. Williams
Mr. C. G. Swenson

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
John F. Hagemann

Salem, Oregon
December 19, 1957

State-owned Right-of-way
File No. 14037
Salem-Silverton County Road
FAS 147, Marion County

Mr. G. S. Paxson
O F F I C E

Mr. L. C. Wampler, Route 2, Box 509, Salem, Oregon, contacted this office relative to purchasing a parcel of excess right-of-way obtained by the Highway Department in connection with the Middle Grove-Central Howell section of the Salem-Silverton County Road, FAS 147. State purchase of right-of-way for county FAS projects was the practice at that time. Mr. Wampler advised that he had contacted the Marion County Court and had been referred here.

NOTED
JOHN D. GRAHAN

A check of the records revealed that Mr. Wampler had attempted to purchase the same property in 1955 and Mr. Cooper, at that time Assistant Construction Engineer, had authorized the sale subject to approval of Marion County. The County at that time advised that it would prefer the property remain in public ownership and Mr. Wampler was so notifed and negotiations dropped.

At Mr. Wampler's request I contacted Mr. Rice, Marion County Commissioner, regarding the matter and Commissioner Rice, after discussing it with the Court, advised that the County now has no objection to sale of any excess property owned by the State on this route providing a 100' (50' on each side of center line) right-of-way is retained. A copy of Mr. Rice's letter is attached.

Also attached is a copy of a section of right-of-way map upon which the property involved is shown in color. Mr. Wampler's primary purpose in attempting to acquire the excess property is to insure a direct connection to the county road at this point. At the present time he uses a more or less temporary road through Mr. Gerber's property. Mr. Wampler has indicated he would be willing to buy the entire section outside the part retained for road purposes; however, this would have the effect of separating Mr. Gerber from the county road.

Purchase of either the entire parcel or the part adjacent to his property will be satisfactory to Mr. Wampler. The proposed division line shown on the map is a suggestion only.

NOTED
C. G. SWENSON

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att.
cc: Earl Saling
W. H. Haskin

December 19, 1957

Mr. Roy J. Rice
Marion County Commissioner
Courthouse
Salem, Oregon

(FAS 147)

Dear Mr. Rice:

I have received your letter of December 12 advising the County has no objection to sale by the State of any property along the Salem-Silverton County Road outside of a 100-foot wide right-of-way.

We plan to make a small parcel available to Mr. L. C. Wampler as per his request; however, as we have on file a previous communication from the County asking that this parcel be retained in the public interest, it would be appreciated if you could have the Court sign a letter similar to the attached draft in order to clear our records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

D
R
A
F
T

(FAS 147, Marion County)

Reference is made to the property purchased for right-of-way by the State Highway Commission in connection with FAS projects on the Salem-Silverton County Road.

Please be advised that the County Court wishes the State to retain for road purposes 50 feet on each side of center line and has no objection to the State selling any property beyond these limits. This letter will supersede any previous County communication in this matter.

(JFH:mm, 12/19/57)

...REX HARTLEY
...OMMISSIONER ROY J. RICE
COMMISSIONER E. L. ROGERS

PHONE EMPIRE 4-4401

MARION COUNTY COURT

COURTHOUSE
SALEM, OREGON

December 12, 1957

Mr. John F. Hagemann
City-County Relations
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Hagemann:

In reference to the right-of-way bought along the Silverton Road, Marion County would just as soon the State sell it as return it to Marion County.

We would like for you to reserve right-of-way for 100 feet on all the property you do sell.

Very truly yours,

Roy J. Rice

Roy J. Rice
County Commissioner

RJR:jdl

...Silverton side

RECEIVED
DEC 16 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 16 1957
ENG... ...
CO... ST. & CITY RELATIONS

ANDERSON, R. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE EM 4-4401, EXTENSION 74
SALEM, OREGON

NOTED
Harold C. Ayers

November 15
19 57

NOTED
John F. Hagemann

RECEIVED
NOV 19 1957

Mr. Clarence G. Swenson
City & County Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

We are unable to locate our copy of the Federal Aid Agreement dated June 26, 1948, regarding the Middle-Grove-Pudding River section of the Silverton Road in Marion County, F. A. S. Highway 147, completed by contract June 29, 1948, and accepted by the Highway Commission on December 20, 1948.

Would it be possible for you to make a copy of that agreement and send it to us?

Very truly yours,

John A. Anderson
County Engineer

NOTED
JOHN D. GRAHAM

JAA:ms

NOTED
C. G. SWENSON

RECEIVED
NOV 1 J 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

FORM E-50X—5K\,000—10-54—79464

OREGON STATE HIGHWAY DEPARTMENT

INTER-[illegible] CORRESPONDENCE

February 17, 1955

NOTED
Harold

File Number 14037
SUBJECT: Middle Grove-Central Howell Section
Salem Silverton Highway

To Mr. C. W. Parker
Property Manager
O F F I C E

Dear Mr. Parker:

On the Middle Grove-Central Howell Section of the Salem Silverton Highway, we bought the right of way and paid for it out of State funds. Near Station 268, there is a triangular corner beyond the regular 80 feet width acquired from Eldon L. Gerber in 1948, that seems to be excess property, which possibly could be sold.

L. C. Wampler, adjacent property owner would like to secure a driveway across this excess property to the County road or possibly buy part of this excess strip. We question whether the State Highway Commission shouldn't turn the whole right of way back to the County, along with the excess property or what should happen to this?

We believe Mr. Wampler wants this property to insure a driveway to the County road. Of course, the Highway Commission, not having control of the County road, could not grant Mr. Wampler a permit for a driveway. Mr. Wampler has contacted Mr. Lee Parsons several times in regard to this driveway. Could you advise Mr. Wampler whether or not the State could sell the excess property?

Very truly yours,

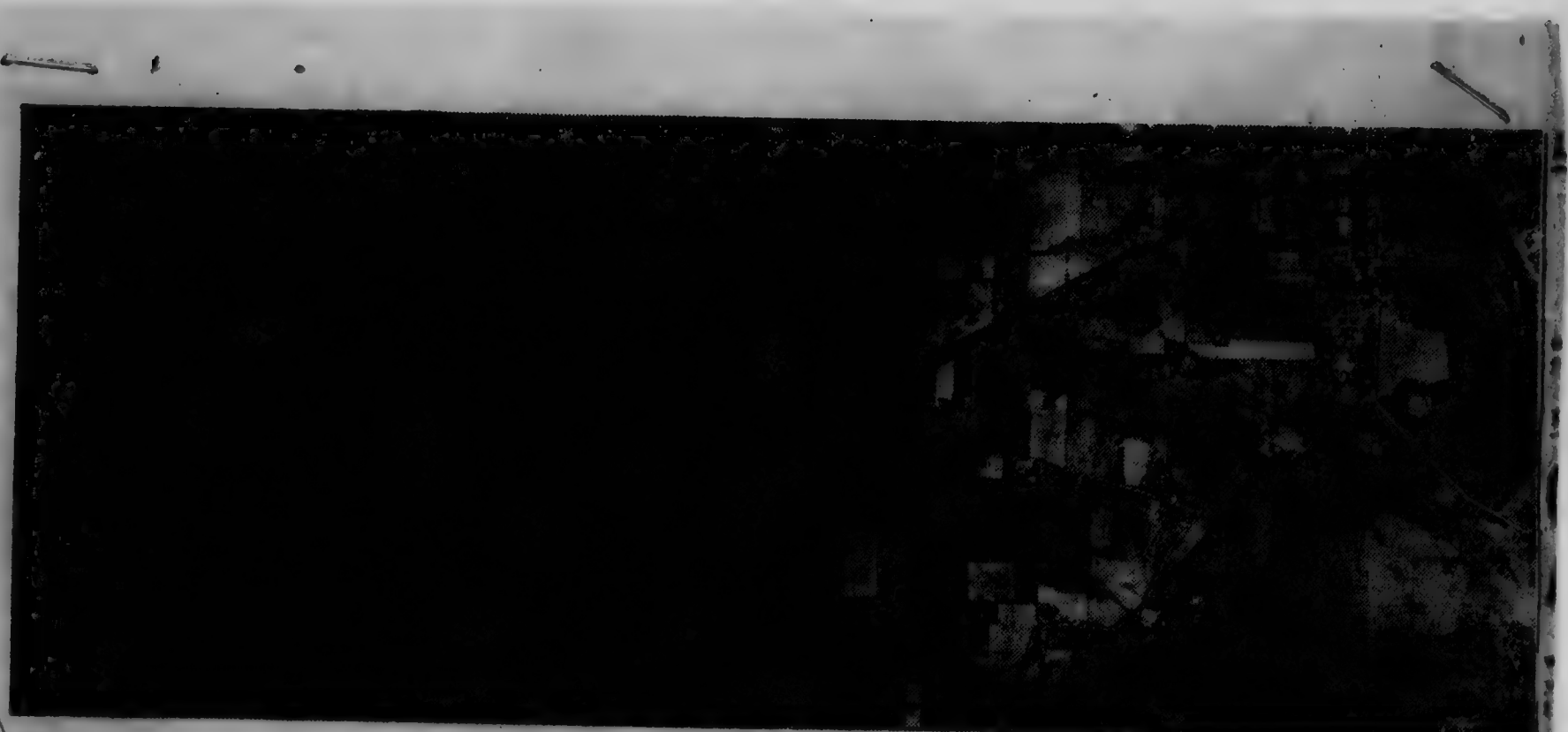
Earl F. Saling
Right of Way Office Manager

EFS:lw
cc: John W. Cattrall
cc: Lee Parsons
cc: R. L. Porter

NOTED
J. F. [illegible]

RECEIVED
FEB 17 1955
ENGINEER
[illegible]

RECEIVED
FOR FILING



Here's a birdseye perspective of the present Silverton road and the proposed new realignment from Steffen's corners into Silverton to be done with federal funds by the state highway department. Proponents of the proposed route say it affords a virtually direct route with but one long sweeping curve as compared with numerous curves on the old route; that it will give a safe pass over the Southern Pacific and also a direct route into the city of Silverton itself, avoiding the tortuous course now followed from McClaine street. This is indicated by the dotted line showing the route inside the city limits which leads to the main street near the depot and is also cited as providing an eventual connection with the proposed Cascade highway. Opponents of the new route say it will require an unnecessary outlay for expensive right of way, that it serves no particular purpose not now afforded by the old road if improved to federal standards. Also, some of the residents along the proposed route object to having their farms cut up and valuable farm lands taken. The county court has indicated that regardless of any protests now lodged it will continue to secure the right of way for the new route, options on which have been secured except in two or three cases still under negotiation.

RECEIVED
OCT 17 1949
FOR FILING

File

3-40(2)
3235

October 13, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letters of September 1 and October 11, both having reference to opposition to proposed improvement of a portion of the Salem-Silverton Section of Federal Aid Secondary Highway No. 117.

I am not at this time in a position to make any definite recommendations as to either approval or rejection of the proposed alignment, which is entirely removed from the existing route. I do know, however, that conditions have materially changed since the survey of this project was made, and it is now apparent that a re-study of various routes possible is desirable.

At the time this survey was made, there were a considerable number of train movements on the Southern Pacific Railroad line between Salem and Silverton, these several movements probably being the result of the extensive logging and lumber industry in Silverton and nearby vicinity. At the present time, however, there is only one train movement per day, and we know of no particular reason to assume at this time that this condition will be much altered in the future.

The original line was based almost exclusively in its present position in order to effect a grade separation with the railroad trunk. Now that the train movements apparently do not justify a grade separation, there is considerable question as to the suitability of the present location.

In order to obtain data necessary to make an intelligent recommendation in this matter, I propose to immediately make an estimate of the cost of reconstructing the highway in its present position, with the exception of an approximate 1,500-foot section near the Silverton city limits at the east end of the project where it would be necessary to depart from the existing alignment in order to obtain any kind of acceptable alignment for a crossing at grade of the Southern Pacific tracks.

October 13, 1949

We do not propose at this time to make a detailed survey along the existing alignment, but to procure such data as are necessary to compile a reasonably accurate estimate, both as to construction and right-of-way costs. We hope that such information can be obtained within the next three or four weeks, and at that time we will be able to present to you what we believe will be an intelligent recommendation in this matter.

For your information, you are advised that the County Court of Marion County has ceased any efforts toward further acquisition of rights of way on the proposed relocation. The county court now apparently is in favor of abandoning the relocation which it was such in favor of originally and turning to improvement of the road in the position now existent.

When sufficient information is at hand, we will take this matter up with you further.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:mm

cc Mr. H. G. Smith

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When sufficient information is at hand, we will take this matter up with you further.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:mc

cc Mr. H. G. Smith

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 11, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 1, 1949 enclosing correspondence by (Miss) Alice K. Jensen, Silverton, and Senator Cordon relative to the proposed improvement of the Salem - Silverton Section of F.A.S. Highway No. 147, and requesting data and comments.

In a subsequent phone conversation I stated that present information was to the effect that only one train per day used the proposed new crossing which did not justify a separation structure and would not be recommended for approval by this office.

We are now in receipt of a request for an immediate report, with which request was enclosed a copy of a letter from Miss Jensen, a copy of which we herewith attach for your information. It is our understanding Senator Cordon is in receipt of an additional letter complaining bitterly about the way the relocated alignment splits her farm.

Do you have a comparison in costs, i.e. reconstruction on the present alignment, similar to previous F.A.S. projects on this route, as against construction on the new located alignment. Also sketch maps showing the present and proposed new alignment would be helpful.

We would very much appreciate a prompt reply to our September 1st letter and it will be agreeable to us if a joint inspection is made on the ground, providing it can be accomplished sometime this week.

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

We maintain ....

Silverton, Oregon
Oct. 3, 1949
Mr. Baldock

Mr. Banfield
Portland, Oregon

Dear Commissioner Banfield:-

Having found by thorough investigation that the Oregon State Highway Commission has been misinformed about facts concerning the finishing of the Silverton - Salem Highway 211 we wish to bring to your attention the following facts: The existing right-of-way is sufficiently subject to straightening, widening and general improvement so as to maintain a safe and efficient highway at a saving of from $135,000 to $150,000; the present route is shorter; the present route offers a suitable railroad crossing which could be made reasonably safe with automatic signals for the one slow freight train per day; the present route has a good bridge not more than four years old so why build another one-quarter mile south and parallel.

We maintain that this new

route is an unnecessary expense and therefor a waste of tappayer's money and rich farm lands. The money saved could well be used elsewhere in the county or state.

Please, use your influence to correct this misappropriation of highway funds.

Yours truly,

Alvin and Elsie Krug

RECEIVED
OCT 11 1940
OREGON
STATE HIGHWAY COMMISSION

Silverton, Oregon
R#2 Bx 298

FORM E-30 2000 6-40 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 30, 1949

SUBJECT: Middle Grove-Silverton Section
Salem-Silverton Highway

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

Dear Mr. Williams:

As requested, herewith follows the status of the right of way acquisitions on the Middle Grove-Silverton Section of the Salem Silverton Highway.

Mr. Gardiner has secured options on 16 parcels, involving 22.9 acres at a price of $11,104.35. He recommends condemnation on the five remaining parcels. The ownership, file number and offered price are as follows:

13641 - Jensen, Alfred	1.440 acres	$ 3,862.80
13639 - Lorenzen, Carl	5.990	4,067.00
13638 - Gehring, L. W.	0.043	50.05
13635 - Schar, Mary Ann	0.472	165.20
13633 - Krug, Alvin	5.491	3,523.85

Based on the offered prices the total right of way cost will be $22,773.25.

Very truly yours,

J. M. DEVERS

By [signature]
R. L. PORTER
Assistant Right of Way Engineer

RLP/ma

COPY

September 27, 1949

Gentlemen:

Two weeks three farmers, opposed to building a new highway from Steffin Corner to Silverton, on highway 211 in Marion County Oregon, visited the Federal Bureau of Roads office in Portland. Among other things they were told that the records showed 12 daily trains on the railroad.

The railroad in question forms the northern boundary of the farm owned by my brother and me. To reach 211 it is necessary for us to cross this railroad. I am willing to go on record anywhere that there is only one daily train, a slow freight.

Only last week my brother and I, unknown to one another and in separate cars, checked the speed of the train. It was going just under twenty miles an hour. This is the railroad highway engineers say is so dangerous that an overpass is necessary. They say, also, they are not able to build an overpass on the present location of 211. So they plan an entire new road-with an overpass.

We do not know who reported 12 daily trains but we do feel that it is deliberate misinformation. Unless the Portland office has changed the records, any report received from them by you will contain this error.

There is also a discrepancy in the amount of Federal funds mentioned. $425,000. was the sum named by the county court last summer in press reports. I do not know the exact figure on record at Portland office but it is less than the above sum. Therefore my letters to Mr. Cordon and Mr. Norblad probably contained errors where figures were concerned. This was not due to any desire on my part to misrepresent facts.

The farmers, opposing the new highway, are meeting with such determined opposition by many of the county and state officials, and so much misinformation, evasion and misrepresentation that said farmers are thoroughly disillusioned as far as most public officials are concerned.

Here are some facts which even officials will admit are true.

(1) Petitions for improvement of existing highways in various parts of Marion county are rejected for lack of funds.

(2) Building of the proposed highway will be more expensive than improvement of 211.

(3) The proposed highway is not shorter than the existing highway 211.

(4) The proposed highway will require more grading and fillins than would 211, if improved.

(5) An underpass for cattle is planned on one farm. (There should be one, if not two, on this farm, also, but in view of our opposition this is very unlikely).

(6) No cattle un derpass is in use on 211 now nor will one be needed if improved.

(7) Officials are determined to build this new highway in

spite of any and all opposition. And build it in a hurry.

In as much as none of the commissioners, the judge or the engineers live where they will have use of this highway we are at a loss in trying to understand why they insist this highway must be built immediately, or built at all.

They state that it is a part of long range planning, that it is to be built for the future. It is just possible that this road will meet the same fate as has a lot of other roads in Oregon. Some future road builders may decide the highway is in a wrong place and proceed to make another change.

Much more could be written concerning this highway. There is the case of obtaining signatures for right of way in which fraud was used. There is the continued insistence that unless the federal funds are used for this new highway they will in all likelihood be lost, and it will be necessary to make new application both for federal and local funds. There is no mention, at any time, that highway, 211, a market road, is on the federal approved list. There are only a few of the things which could be mentioned.

As citizen and taxpayer of the country I feel it my duty to protest against the spending of federal and local funds, as it is the case in the building of the highway. An especially when there is the erroneous report of 12 daily trains.

Thanking you, I am

Sincerely yours,

/s/ Alice K. Jensen
Silverton, Oregon

P.S. The one daily train just went by. I counted the cars. There were 16 and the caboose. That is about twice as long as it usually is. Incidentally, many years ago a neighbor, living across the track and road, worked on a freight on this railroad. During hunting season the trainmen would occasionally stop the train near his home and take 15 or 20 minutes off to hunt china pheasants. I have seen the men hunting on our land near the railroad. Such conditions do not prevail now.

RECEIVED
OCT 12 1949
OREGON
STATE HIGHWAY COMMISSION

9-8-49

ESTIMATE

PUDDING RIVER-SILVERTON SECTION

Item	Unit	Quantity	Allowance	Total	Unit Price	Amount
Clearing and Grubbing	All	All	—	All	$ Lump	$ 8,000.00
Pavement Removal	Sq. Yd.	833	7	840	.60	504.00
Curb Removal	Lin. Ft.	210	20	230	.50	115.00
Structural Excavation, Unclassified	Cu. Yd.	1,313	137	1,450	3.00	4,350.00
Special Excavation, Unclassified	" "	6,022	618	6,640	1.00	6,640.00
Trench Excavation, Unclassified	" "	1,323	137	1,460	1.50	2,190.00
General Excavation, Unclassified	" "	139,431	13,949	153,380	.28	42,946.40
Short Overhaul	Yd. Sta.	405,390	40,510	445,900	.02	8,918.00
Long Overhaul	C-Yd. Sta.	3,544	356	3,900	.45	1,755.00
Rounding Cutbanks	Lin. Ft.	14,045	1,405	15,450	.15	2,317.50
Finishing Roadbed and Slopes	Mile	3.320	—	3.320	600.00	1,992.00
6-inch Perforated Concrete Pipe	Lin. Ft.	2,068	—	2,068	1.50	3,102.00
30-inch Corrugated Metal Pipe	" "	248	24	272	6.00	1,632.00
60-inch Corrugated Metal Pipe	" "	120	10	130	25.00	3,250.00
6-inch Concrete Sewer Pipe	" "	80	—	80	1.25	100.00
12-inch Concrete Sewer Pipe	" "	198	21	219	2.10	459.90
12-inch Concrete Pipe	" "	963	96	1,059	2.00	2,116.00
18-inch Concrete Pipe	" "	486	48	534	3.25	1,735.50
24-inch Concrete Pipe	" "	264	24	288	4.50	1,296.00
30-inch Concrete Pipe	" "	132	12	144	6.00	864.00
48-inch Concrete Pipe (Standard)	" "	68	8	76	14.00	1,064.00
48-inch Concrete Pipe (Extra Strength)	" "	144	12	156	16.00	2,496.00
Manhole, Type "A"	Only	2	-	2	350.00	700.00
Concrete Catch Basins	"	2	-	2	65.00	130.00
Special Concrete Inlet, Class "A" Concrete	Cu. Yd.	1.26	.74	2	60.00	120.00
Concrete Curb	" "	10	2	12	50.00	600.00
Cattle Pass, 13'x6', Class "A" Concrete	" "	63	7	70	60.00	4,200.00
Metal Reinforcement	Lbs.	12,758	1,242	14,000	.11	1,540.00
Guard Rail	Lin. Ft.	180	20	200	3.00	600.00
3" - 0" Material in Base	Cu. Yd.	27,366	2,734	30,100	2.00	60,200.00
3/4" - 0" Material in Base and Shoulders	" "	3,610	360	3,970	3.25	12,902.50
3/8" - 0" Crushed Rock or Gravel Backfill	" "	356	34	390	3.00	1,170.00
3" - 0" Selected Pit-run Backfill	" "	28	2	30	4.00	120.00
3/4" - 0" Material in Binder Course	" "	407	43	450	5.00	2,250.00
Sprinkling	M-Gal.	585	55	640	3.00	1,920.00
Class "B" Asphaltic Concrete	Ton	11,521	1,529	13,050	6.50	84,825.00
Furnishing and Placing RC-3 Asphalt in Binder Course	"	65	5	70	50.00	3,500.00
Emulsified Asphalt	"	1	-	1	100.00	100.00
						$272,720.80
				Engineering and Contingencies		27,279.20
				Total		$300,000.00

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Dear Sir:

Enclosed are copies of the following correspondence all relative to a proposed improvement of a portion of the Salem - Silverton Section of F.A.S. Highway No. 147:

August 5, 1949 (Miss) Alice K. Jenson, Silverton to Senator Cordon
August 9, 1949 Senator Cordon to Commissioner MacDonald
August 22, 1949 Commissioner MacDonald to Senator Cordon

Since this office has been requested to submit a report regarding this matter, we would appreciate any data you have and any comments you may desire to make.

The enclosed copies of correspondence may be retained for your files.

Very truly yours,

T. H. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

Encl.

RECEIVED
SEP 2 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Williams.
By Chief Engineer
Please prepare answer & draft reply

cor

August 22, 1949

E-1.1

Honorable Guy Cordon

United States Senate

Dear Senator Cordon:

Receipt is acknowledged of your letter of August 9, 1949, transmitting a letter of August 5, 1949, and attached map from Miss Alice E. Jensen, Silverton, Oregon, relative to a proposed improvement project on U S. 211 from Steffin's Corner east to Silverton.

U S 211 between Salem and Silverton is on the Federal-aid Secondary System approved for Oregon and is eligible for improvement with Federal-aid funds matched by funds in an appropriate amount under the control of the State. Such improvement projects must be initiated by the State.

During 1948 an improvement project on this highway designated S 40(2) extending from Middle Grove to the Pudding River was completed with the participation of Federal funds. The State has not included any further improvement of this highway in its current Federal-aid program thus far submitted to this office.

We are transmitting copies of this correspondence to our Western Headquarters and requesting a report. As soon as received we will advise you.

Miss Jensen's letter and map are returned for your files.

Very truly yours,

Thos. H. MacDonald
Commissioner of Public Roads

Enclosure

Western Headquarters

Dr. Howes,
Please note request for report in last paragraph.

H. E. Hilts

O
P
Y

Silverton, Oregon
August 5, 1949

Gentlemen:

Recently $425,000.00 of Federal Funds were allocated for building about 4 or 5 miles of highway from Steffins corner to Silverton, (an extension of a Salem-Silverton project in Marion County, Ore.) Building of this highway would be a waste of Federal Funds for the road is not needed.

As the enclosed map shows, a paved road is now serving the community adequately. The proposed highway does not shorten the distance between Salem and Silverton, and would cut through good farms, both fields and pastureland. In only two instances would the highway lie nearer farm buildings than does the present road, and in neither case does the owner want the new highway.

The farm community as a whole opposes the new highway but the pressure groups of the towns of Silverton and Salem have no regard for the property or good will of the farmers and are determined to put through the new highway. Proponents of the proposed highway state that building this new road will eliminate three "dangerous" curves. These "dangerous" curves are driven over by hundreds of people each week without trouble. And they will not be eliminated from the old road by building a new one! Wouldn't it be better to fix the old road than build an expensive new one?

With only a few exceptions (they wished payment) the farm owners along the present road have on two occasions offered to Donate right-of-way for widening the present road. Improvement of the present road would be far less expensive than building a new highway.

The proposed highway would lie within one-half mile of the present one, almost parallel the entire distance. It calls for $60,000.00 for a new bridge. As there is a bridge on a gravel road nearby there would be three bridges in less than a mile over the same stream.

A sum of $75,000.00 is allocated for an overhead pass for a railroad. And this railroad has but ONE train a day, a slow freight!

When farmers are urged everywhere to raise more and more food is it right to destroy land which could produce, with an unnecessary road? And to put on the farmers the additional expense of maintaining all the extra fence lines? Also, the expense of maintaining two highways, for the present highway cannot be abandoned?

If the allocation for the proposed new route cannot be shifted to improvement of the present route cannot it be withdrawn entirely? There are many places in Marion County alone where roads are badly in need of repair due to frost damage of last winter.

As the groups wanting this highway have undoubtedly given only the picture they want presented I am submitting this letter giving the other view, that of a woman, part owner of a farm involved.

Sincerely yours,
(Miss) Alice K. Jensen
Silverton, Oregon
Route 2, Box 129

UNITED STATES SENATE

C
O
P
Y

August 9, 1949

Honorable Thomas H. MacDonald
Commissioner
Bureau of Public Roads
General Services Building
Washington, D. C.

Dear Mr. Commissioner:

Attached is letter written by Miss Alice K. Jensen of Silverton, Oregon, concerning allocation of funds for a new highway to be constructed between Silverton and Salem, Oregon.

With the return of the enclosures, I shall be indebted if you will furnish me full report concerning the proposed construction, together with any other information which you may have pertinent to the situation.

Sincerely,

Guy Cordon

GC:J

Enclosures

COPY

August 22, 1949

H-1.1

Honorable Guy Cordon

United States Senate

Dear Senator Cordon:

Receipt is acknowledged of your letter of August 9, 1949, transmitting a letter of August 5, 1949, and attached map from Miss Alice K. Jensen, Silverton, Oregon, relative to a proposed improvement project on U S. 211 from Steffin's Corner east to Silverton.

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Miss Jensen's letter and map are returned for your files.

Very truly yours,

Thos. H. MacDonald
Commissioner of Public Roads

Enclosure

Western Headquarters

Dr. Hewes,
Please note request for report in last paragraph.

H. E. Hilts

SILVERTON ROAD
MARION COUNTY

May., 1948

#261,625-67 5.49 mi

SILVERTON ROAD
MARION COUNTY

May., 1948

#261,625.67 5.49 mi

BEGINNING OF PROJECT S-40(2)
STA. 143+00

END OF PROJECT S-40(2)
STA. 434+00

S-40-A(1)

(STATE ROUTE 211)

Middle Grove

Pratum

Switzerland

SILVERTON

Pudding River

Little Pudding River

Silver Cr.

Sou. Pac. Co.

℄ Existing Route

℄ Proposed Route

℄ Existing Route

To Mt. Angel

To Marquam

To Silver Cr. Falls

T.6S.
T.7S.

R.2W.
R.1W.

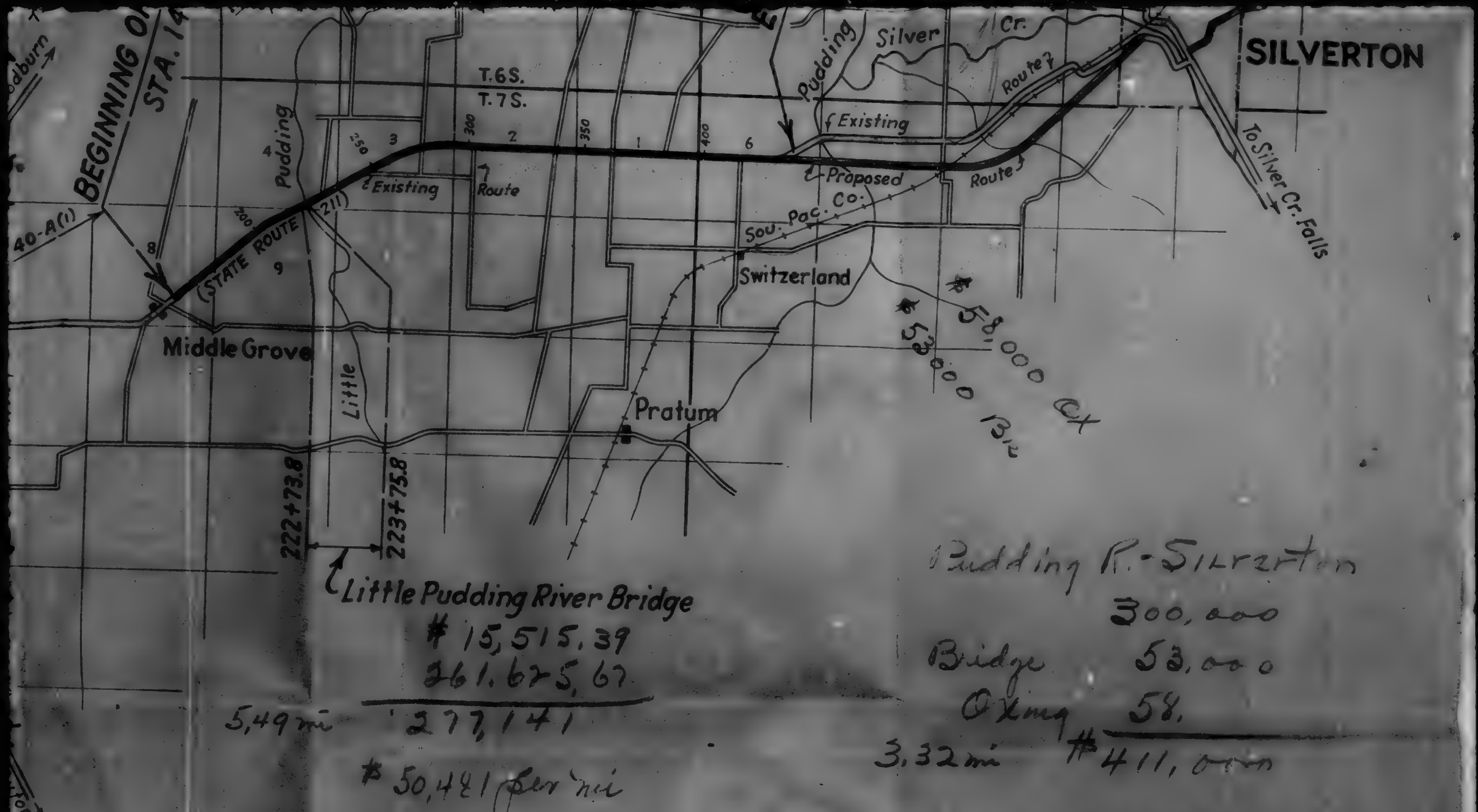
222+73.8

223+75.8

58,000 CY

53,000 BY

Pudding R.-Silverton



Pudding R. - Silverton

	300,000
Bridge	53,000
Oxing	58.
3.32 mi	#411,000

123,795 per mi.

	# 15,515.39
	261,625.67
5.49 mi	277,141

50,481 per mi

Sketch Map

Scale 0 1 2 Miles

BEGINNING OF P
STA. 143+

T.6S.
T.7S.

Pudding

Existing Route

(STATE ROUTE 211)

Sou. Pac. Co.
(U.S. ROUTE 99E) To Woodburn

FAS 40-A(1)

Middle Grove

Little

Sou. Pa

Switzer

Pratum

POLK CO.

MARION CO.

RIVER

To Dayton

R.3W.

R.2W.

HIGHWAY EAST

222+73.8

223+75.8

WEST SALEM

To Dallas

WILLAMETTE

To Albany

PACIFIC

SALEM

To Stayton

Little Pudding River Bridge

15,515.39
261.675.67

277,141

5,49 mi

50,481 per mi

Sketch Map

Scale 0 1 2 Miles

SILVERTON

Scale 1"=800'

Rev. 8-22-49

13.

LEGEND
123°00
122°30
45°10
45°00
R. 2 W.
R. 3 W.
T. 7 S.
Feasters Rocks
Lambert Bend
YAMHILL CO.
WEST WOODBURN
LOGANVILLE
WOODBURN
1700
FAIRFIELD
LOUIS
GERVAIS
TOWNSEND
McKEE
MONITOR
Candiandi Bar
To Portland
WILLAMETTE
MISSION LANDING
YEAGERS LANDING
YAMHILL COUNTY
HORSESHOE LAKE
WHEATLAND FERRY
CONCORDIA
HUBBARD LAKE
YAMHILL COUNTY
POLK COUNTY
MISSION LAKE
WAGONA
FINNEY AND EAGEN LAKE
Windsor Island
HOPMERE
BROOKS
CLEAR LAKE
QUINABY
MT. ANGEL
1000 Pop.
SAINT BENEDICT
To Oregon City
DOWNS
SCOTTS MILLS
SPONGE LANDING
CHEMAWA
Darrough Rocks
Rices Rocks
Beardsley Bar
SILVERTON
2500
SWITZERLAND
SALEM
26,300
WEST SALEM
PRATUM
SOUTHERN PACIFIC
LACHMUND
Pudding River
Molalla River
Butte Creek
Zollner Creek
Mill Creek
Silver Creek
Beaver Creek
Abiqua Creek
Clackamas River
Willamette River
Falls Creek
Gulch
Oregon Electric
Southern Pacific

WOODBURN
1700
GERVAIS
MT. ANGEL
1000
SAINT BENEDICT
SILVERTON
1250
SCOTTS MILLS
ST. PAUL
DONALD
AURORA
HUBBARD
MONITOR
WILLAMETTE RIVER
MISSION LANDING
YEAGERS LANDING
SKOOKUM LAKES
HORSESHOE LAKE
BUTTEVILLE
BUTTEVILLE STATION
FARGO
BROADACRES
TOWNSEND
DOWNS
SWITZERLAND
PRATUM
HAZEL GREEN
LOGANVILLE
CANDIANDI BAR
To Portland
To Newberg
To Oregon City
To Tigard
To Oregon City
YAMHILL COUNTY
CLACKAMAS COUNTY
MARION COUNTY
CHAMPOEG
SOUTHERN PACIFIC
OREGON ELECTRIC
BUTTE CREEK
SILVER CREEK
ABIQUA CREEK
CLACKAMAS RIVER
PUDDING RIVER
MILL CREEK
CHEHALEM CREEK
BROADACRES
FALLS
R 2 W
R 3 W
R 1 W
T 5 S
T 6 S
T 7 S
122° 50'
123° 00'
122° 30'
45° 00'
INSET - 2A

ARRANGEMENT OF INSETS
FOR
MARION COUNTY

TRAFFIC STATION MAP

MARION COUNTY

OREGON

24 Hour All Vehicular Traffic
Based on 24 hour automatic recorder count, taken on June 1949 weekday.

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
1 0 1 2 3 4 Miles

1936

STATION SYMBOLS
- BLANKET COUNT STATION
- KEY STATION
- LOADOMETER STATION
- PIT SCALE STATION
- AUTOMATIC TRAFFIC RECORDER

BASIC DATA AS OF NOVEMBER, 1936 — TRAFFIC STATIONS AS OF DEC. 31, 1937

SHEET 2 OF 2 Polyconic Projection

122° 50' 122° 40' 122° 30'

TRAFFIC STATION MAP MARION COUNTY OREGON 24

WEST SALEM

SOUTHERN PACIFIC

LACHMUND

MACLEAY

SHAW

TURNER

AUMSVILLE

SUBLIMITY

SCHAFF

WEST STAYTON

STAYTON

MARION

JEFFERSON

NDEPENDENCE

ORVILLE

HALLS FERRY

ROSEDALE

Jackson Hill

Bunker Hill

Tyson Island

Murphy Bar

Tice Island

Judson Rocks

SIDNEY

Whiteman Bar

Barnett Knoll

Stewart Hill

Looney Butte

WINTEL

Wells Island

POLK COUNTY

BUENA VISTA (POLK)

TALBOT

Miller Butte

Whiteman Island

NORTH SANTIAM

SANTIAM

LINN COUNTY

POLK CO

LINN CO

RIVER

Beaver Creek

Mill Creek

Crabtree Creek

Twin Hills

Driftwood Creek

Falls

SILVER CREEK FALLS STATE PARK

UNION HILL

MERIDIAN

To Madras

R. 1 W.

R. 1 E.

R. 2 W.

R. 3 W.

44°30'

123° 10'

123° 00'

122° 50'

122° 40'

24 Hour All Vehicular Traffic
Based on 24 hour automatic recorder count, taken on June 1949 weekday.

TRAFFIC STATION

MARION COU

OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEP
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRIC
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNI

SCALE

1936

BASE MAP APPROVED BY U.S.B.P.R. 3-27-36

RECEIVED
JUN 14 1949
FOR FILING
FORM E-30 10M 6-40 28489

8-40 (2)

3035

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 13, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	8491	3035	7-Final	Warren Northwest, Inc.	7,323.28	351933	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This has been accepted. No record of any time extension.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
6-17-49

Approved _____
Secretary

RECEIVED
MAY 23 1949
FOR FILING

B 40 (2)

3035

May 20, 1949

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3035 for work on the Middle Grove-Pudding River Section of Silverton County Road, in Marion County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $7,323.28 will be made on or after May 31, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $244,109.41, of which amount $241.79 represents force account items. The above contract was completed on November 29 and accepted by the Commission on December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the contractor on this job. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. Robert P. Dawson

NOTED ON CARD

5-20-49

Form B-1—GM—1-48

8-40(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Middle Grove-Pudding River

Highway Silverton County Road

Contractor Warren Northwest Ind.

Date of Contract July 7, 1948

Date work started July 12, 1948

Amount of contract . . . . . $ 237,993.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 237,993.00

Per cent of contract completed, based on total contract price . . . . . 98.99 %

Engineering cost to date $ 16,250.51, 113.80 %

For Week Ending April 30, 1949

Kind of work Grading & Paving

Section prefix 224-1033

Contract number 3035

Date of completion August 31, 1949

Estimated date of completion August 31, 1949

Per cent of time elapsed 36.74 %

Date project was completed November 29, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crew resetting property corners Monday.

O'Neil & Garrow completing hard copy map and getting Semi-final together for transmitting to Division Office Tuesday.

NOTED
H. W. LIBBY

RECEIVED
MAY ^ - 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	cloudy		
Wednesday	rain		
Thursday	rain		
Friday	cloudy		
Saturday	rain		

RECEIVED MAY 2 1946 ACCOUNTING DIVISION

RECEIVED
MAY 9 - 1949
FOR FILING

140(2)

3035

May 3, 1949

NOTED
H. B. GLAISYER

United States Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you of the intention of the State Highway Commission's intention to make semi-final payment to Warren Northwest,Inc., on contract No. 1935, covering Middle Creek-Pudding River Section of the Silverton County Road in Marion County. This payment, in the amount of $5,052.77, will be made on or after May 13, 1949. The retained percentage is $7,323.26.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

NOTED ON CARD
5-3-49

Mr. Robert P. Lawson
Route 2, Box 536
Beaverton, Oregon

RECEIVED
MAR 18 1949
FOR FILING

File

5.40(2)

3035

1075 W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 17, 1949
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Reference is made to Record of Assignment No. 1075, WCW pertaining to payment of a fence built on the Silverton Road Project.

I wish to advise that a State Force Order has been submitted and approved in 1948 covering this work. The bills are in order and should be passed through for payment.

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:es

W. C. WILL...

To: [illegible]

OREGON

RECEIVED

ASSIGNMENT No. 1075

DESCRIPTION: Roy S. Schofield's letter of 2-10-49 addressed to Mr. Eaton, encl. statement of Roy Schofield in connection with fence ho Rw11A for state along R/W for Silverton Rd. Project

DATE: 3-17-49

ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ PLEASE HAVE ORDER FOR STATE FORCE WORK ON CONTRACT PROJECTS PREPARED TO COVER. SHOULD BE R. e. W.

REPORT RECEIVED: CHANGE. MCW

REMARKS: 3-18-49 mc

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Salem, Oregon
February 10, 1949

SUBJECT: Fence Option #13804

To: Mr. F. D. Eason
Division Engineer
Salem, Oregon

Dear Sir:

Herewith signed statement of Mr. Roy S. Schofield, Route 6, Box #380, Salem, Oregon. This is in connection with fence built by him for the state of Oregon, along right of way purchased by the State for the Silverton County Road improvement project, 224-1033, option 313804.

The building of this fence is covered by work order 224-2028-408; 14.55 rods of fence at $3.55 a rod or a total of $51.65.

Signed statement of Mr. Roy S. Schofield as follows. Due to the extra width of shoulder at this point and the nature of material in the fill, it was deemed impossible to maintain a fence adequately along R/W. Therefor with thepermission of the Engineer in charge and the understanding that I will remove fence at any time if and when requested by interested person or persons, a portion of the fence was built by me along right shoulder of fill between sta. 213 & 214+80 instead of following the R/W line at the toe of the slope.

Signed,

(sgd) Dr. Scofield

Roy S. Scofield

Mr. Schofield notified me, as requested in your letter of February 10th, 1949, that work on the fence had been completed. The installation if above statement of Mr. Schofield is acceptable is approved by me for payment.

Yours respectfully

(sgd) J. F. McGee
Resident Engineer
Salem, Oregon

CO'N:CO'N

COMMISSIONERS
JEFFREY P. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. S. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. S. GLAISYER, SECRETARY

SALEM

40 (2)
3035

December 23, 1948

IN REPLY PLEASE
REFER TO FILE NO.

Honorable Grant Murphy
County Judge, Marion County
Salem, Oregon

COPY
Original Copy Filed in Court
R/W County Roads

Dear Sir:

This is to advise that Contract No. 3035 for grading and paving of the Middle Grove - Pudding River section of the Silverton County Road in Marion County, F.A.S. Highway No. 147, was completed by the contractor November 29, 1948, and accepted by the Highway Commission on December 20, 1948.

As the agreement, signed by the County Court and State Highway Commission under dates of June 11, 1948 and June 26, 1948, provides that the County shall maintain certain sections of the Silverton County Road, which are covered in the contract completed November 29, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Marion County.

Very truly yours,

R. H. Baldock
State Highway Engineer

/S/ Forrest Cooper J. F. H.

By: Forrest Cooper
Engineer, County and City Relations

JFH:MM

CC: Mr. W. C. Williams
Mr. H. G. Smith
Mr. E. A. Collier
Mr. F. D. Eason

RECEIVED
DEC 20 1948
FOR FILING

8-40-(2)

3035

December 17, 1948

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

This is advise you of the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3035 covering the Middle Grove-Pudding River Section of the Silverton County Road in Marion County. This payment, which is in the amount of $11,852.30, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,167.61. The present payment to the contractor will be made on or after December 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Robert P. Dawson, Agent
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
12-17-48 gf

RECEIVED
DEC 14 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION
SALEM

December 9, 1948

5-40(2)

IN REPLY PLEASE
REFER TO FILE

1640

Mr. D. B. Taylor
Ledgers Supervisor
Salem

Dear Sir:

Attached for cancellation is State Highway Fund Check No. A17685 in the sum of $1,222.20, payable to Wesley and Marjorie June DeBoer. As the buildings on the property have not been moved, the payment will be made in two parts by separate vouchers--one for $642.20 now and the other for $580.00 after the moving of the garage-grocery.

Will you please sign one copy of this letter and return it to Mr. Glaisyer for his file.

Yours very truly,

J. M. DEVERS

By

EARL F. SALING

EFS/blr
Enc.

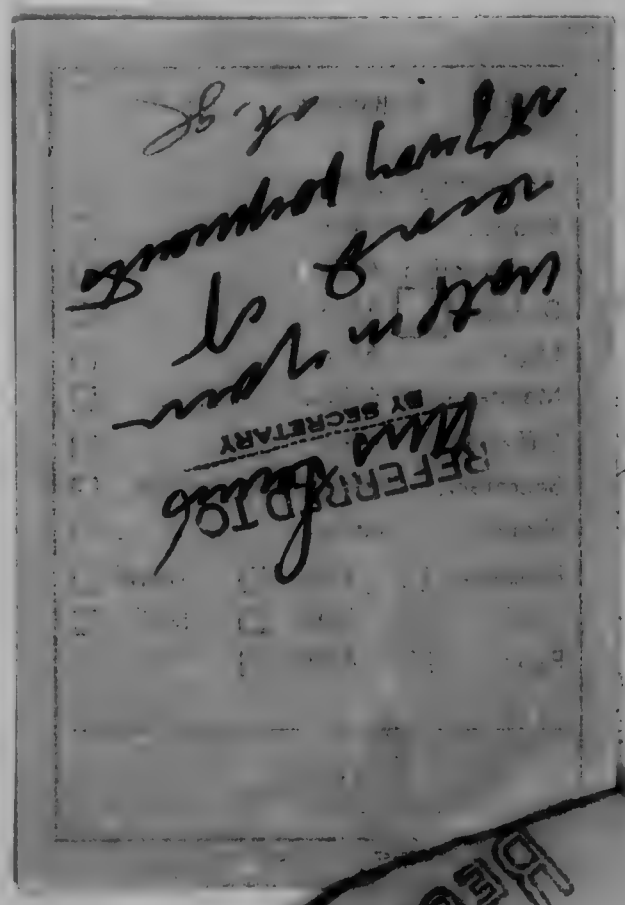
ACCOUNTING DIVISION
DEC 9 - 1948
RECEIVED

Above check cancelled this date Dec. 9 1948.

D B Taylor
D. B. Taylor

Noted;
EFS

Middle Grove - Pudding River Section of Salem - Silverton Hwy
Agenda date Sept 13, 1948



RUSH

Baldock ☐

Accounting ☐ Att'n
Bridge ☐ Att'n
Construction ☐ Att'n
Division ☐ Att'n
Legal ☐ Att'n
Maintenance ☐ Att'n
Office Eng. ☐ Att'n
Secretary ☐ Att'n
Shops ☐ Files ☐ Travel ☐
Personnel ☐ Lab. ☐ Mail ☐
Traffic ☐ R/W ☐
Parks ☐

Glaisyer ✓

From Acctg Div.

RECEIVED
DEC 14 1948
FOR FILING

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OR
STATE HIGHW
S
December

S-40(2)

Mr. D. B. Taylor
Ledgers Supervisor
S a l e m

Dear Sir:

Attached for consolidation
No. A17687) in the sum of $1,888.80
June Delbar. As this buildings on

RECEIVED
DEC 6 1948
FOR FILING

S-40(2)

3035

December 3, 1948

Mr. F. A. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on November 29, 1948 on Contract No. 3035, Riddle Grave-Pudding River Section in connection with Federal Aid Project No. S-40 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DMF/ec

cc to Fawcett Cooper

RECEIVED
FOR FILING

S-40(2)

Files

Contract 3035
224-1023
S-40(2)

October 12, 1948

Mr. S. H. Hadsell
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to Mr. Willian's letter of October 7, 1948 we are herewith returning copies of the State Forest Order No. 225 for Rock Rip Rap on Oregon Federal-aid Secondary Highway Project No. S-40(2), Middle Grover-Pudding River.

Very truly yours,

T. H. DAVIS
District Engineer

Enc.

RECEIVED
OCT 7 1948
FOR FILING

2-40(2)

October 7, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 5000
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of October 1 relative to State Force Order No. 225 covering rock riprap to be placed on Oregon Project No. S-40(2), Middle Crews - Pudding River Section.

Negotiations were conducted with the contractor on this project for his placement of this riprap which is needed to protect embankments. He quoted a price of $10 per yard which we considered excessive, and on further investigation found we could secure the necessary riprap at a much lower price through a purchase requisition. This we proceeded to do and believe our policy was sound because of the material savings to be effected.

With the above data, if you still feel that you cannot approve the State Force Order as submitted, please return it to us unapproved, and we will carry this work on a non-participating basis.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. J. Williams
Assistant State Highway Engineer

WJW/gd

cc: Probert

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 1, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In connection with our consideration of your State Force Order No. 223 covering rock riprap to be placed on Oregon Project No. S-40(2), Middle Grove - Pudding River Section of the Silverton County Road, your attention is called to our letter of March 30, 1948 regarding work performed by persons other than the regular contractor.

In this connection we have been advised that Section 1.10(e) of the Regulations for carrying into effect the Federal-Aid Highway Act of 1944 provides that "No contract for any project or part thereof shall be entered into or award therefor made by any State without prior concurrence in such action by the Commissioner, and no alteration in the contract subsequently shall be made without the approval of the Commissioner". Subsection (b) of the same Section provides in part that: "No part of the Federal money set aside on account of any project shall be paid until it has been shown to the satisfaction of the Commissioner that adequate methods, either advertising or other devices appropriate for the purpose, were employed, prior to the beginning of construction, to insure economy and efficiency in the expenditure of such money". While these provisions were written primarily with the actual construction of the project in mind they are broad enough to cover the present situation, and should govern. Therefore, where a contract is let for any part of the construction of the project and Federal funds are expected to participate therein, it should be submitted to this office for prior concurrence and such concurrence should be given only if it is shown to your satisfaction that adequate methods, either advertising or other devices appropriate for the purpose, were employed to insure economy and efficiency in the expenditure proposed.

If arrangements for this work have not advanced to the contract stage, it is suggested that you comply with the suggestions made in our letter of March 30, 1948 and the regulations cited above in order to establish its eligibility for Federal funds.

Very truly yours,

T. H. DAVIS
District Engineer.

REFERRED TO
Williams.
By Chief Engineer

RECEIVED
OCT 5 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 29 1948
FOR FILING

1-40 (2)

3035

September 28, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 123, covering the furnishing and placing of rock riprap on slope protection on the Little Pudding River Bridge on the Middle Grove-Pudding River Section of the Silverton County Road in Marion County, Contract No. 3035, in connection with Federal Aid Project S-40 (2).

This work is necessary to prevent washing at the bridge ends. The furnishing and placing of the rock will be done by the Lambert Rock Company of Dallas, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/ge

Encl.

RECEIVED
SEP 29 1948
FOR FILING

S-40(2)

#1256 w

September 28, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Portland 8, Oregon

Dear Sir:

Reference is made to your letters of September 7 and 22 both referring to plasticity index in surfacing materials used on Oregon project S-40(2)a.

We have abandon use of materials from this source and all materials are now being obtained from the Warren Northwest's Keiser pits. The result of tests on these materials are shown by laboratory report numbers 218,088 and 218,089.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: H. C. Williams
Assistant State Highway Engineer

WCW/ml

cc: H. C. Smith

FORM E-20 2EM 5-44

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to Record of Assignment #756, W.C.W., letter from T. M. Davis regarding the surfacing material on Oregon Project S-40(2).

Owing to Mr. Davis' objection the use of this material was discontinued and we are obtaining material from the Warren Northwest's Keizer pit, Laboratory Nos. 215,088 and 215,089.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

OREGON STATE H...

ASSI...ENT No. 756

DESCRIPTION: Letter from T.M.Davis, Public Roads Admin. Sept 22 regarding Plasticity index in surfacing materials used on Oregon project S-40 (2).

DATE: Sept 24, 1948 ASSIGNED TO: H.G. Smith

- ☑ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____
- ☐ _____

REPORT RECEIVED: 9-28-48 hi

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 22, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 7th and Mr. William's reply of September 15th relative to plasticity index in surfacing materials used on Oregon project S-40(2).

We note Mr. Harra's remarks and comments as to physical examination. This seems to be a statement of opinion which is not in accordance with the specifications nor is it acceptable as a substitute for laboratory tests and findings. As to the additional depth of stripping as a possible means of reducing the plasticity index value we will be very much interested in the results of future tests.

May we suggest that this material be again checked for the possibility of eliminating the unfavorable material passing the Number 40 sieve.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 24 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FEB 4 1940
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

S 40(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon 8-40(2)
Middle Grove-Pudding River Section
Silverton Road, in Marion County.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

...R 2 (Revised 1946)

Form 7512

State Oregon

Project No. S-1[illegible](2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948, by and between The Oregon State Highway Commission

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of May, 19 47, a project statement, which was approved on the [illegible] day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of April, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixty-seven thousand and 00/100

dollars ($ 167,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, Laws 1917; Chap. 51, Laws 1920; Chap. 329, Laws 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 243+00 in the SE 1/4 Section 8, T. 7 S., R. 2 W., W.M., and survey station 439+00 in the NW 1/4, Section 6, T. 7 S., R. 1 W., W.M., without exception.

, length 5.511 miles, in Marion County, being Oregon Federal Aid / Secondary project No. S-40(2), consisting of 5.198 miles of roadway and [illegible] bridg[illegible]h of more than 20 feet clear span, 0.313 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

ARTICLE IV. The United States ... actually put into the wor... UNITED STATES

...have been made available
...ENT

(Include date and section of ...)

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixty-seven thousand and 00/100 dollars ($ 167,000.00), which does not exceed the authorized Federal pro rata share of two hundred seventy-eight thousand, two hundred nine and 00/100 dollars ($ 278,209.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising funds and probable amount annually available)

Chapter 359, Laws 1923.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted].

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [redacted]
[redacted]
(Title of officer)

By [redacted]
[redacted]
(Title of officer)

Attest: [redacted]
SECRETARY

By _____
[redacted]
(Title of officer)

By _____
_____
(Title of officer)

By _____
_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Acting Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11279-2

RECEIVED SEP 20 1948 OREGON DISTRICT

RECEIVED
SEP 16 1940
FOR FILING

S-40(2)

733W

September 13, 1940

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This letter is in reply to your letter of September 7, having reference to the plasticity index in surfacing materials being used on Oregon Project S-40(2).

I attach a copy of a letter from Mr. G. W. Marra, Assistant Engineer of Materials, which I believe explains this matter in sufficient detail.

From the results set forth in Mr. Marra's letter, we believe the materials suitable for the use intended.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

FORM S-90 REV 8-48 22504

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

I am attaching letter from Mr. Harra with reference to the gravel surfacing on Oregon Project No. S-40(2), Middle Grove-Pudding River Section of the Salem-Silverton Highway.

Mr. Eason has been worried about the appearance of this material for some time, but the Materials Laboratory insists that it is acceptable, has been tested in actual use on the Salem-South project and that there is merely a trace of it having a plasticity index as high as nine.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1948

SUBJECT:

To: H. G. Smith,
Construction Engineer,
Office

Relative to the 3"-0 base material being placed on the Middle Grove-Pudding River project. To date, seven samples have been submitted for analysis, having an average Liquid Limit value of 31 and Plasticity Index value of 9. This PI value is in slight excess of the specified maximum of 6, however, by physical examination, the material passing the No. 40 sieve is found to be quite granular, with only a very small amount that will be effected unfavorably by water. Further, a service record of base material of the same quality from an adjacent pit, used in construction of the Salem South section of the Pacific Highway East, indicates this material to be of acceptable quality. This section of highway has been subjected to very heavy traffic without pavement and shoulders showing failure or distress.

Additional depth of stripping has been made of the pit in question as a possible means of lowering the PI value so as to conform with the written specifications.

I consider the material to be suitable for the use intended and recommend continuing it's use.

N. M. Finkbiner
Engineer of Materials

by G. W. Harra
G. W. Harra
Asst. Engineer of Materials

GWH:h

RECEIVED
1[illegible] 1948
OFFICE OF
CONSTRUCTION ENGINEER

ASSIGNMENT No. 2-5-1

WCW

DESCRIPTION: Let 9/7/48 from T.M.Davis re lab reports for gravel to be used for base course surfacing on S-40(2), Middle Grove-Pudding River Section, Salem-Silverton Hwy.

DATE: 9/8/48 ASSIGNED TO: SMITH

- ☒ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 9-13-48-Bo

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 7, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of laboratory reports for the gravel to be used for base course surfacing on Oregon Project No. S-40(2), Middle Grove - Pudding River Section of the Salem - Silverton Highway, indicating that the fines have a plasticity index in excess of that permitted by the specifications. In view of the fact that the material does not meet the specifications, we are concerned lest some of this inferior material be incorporated in the project.

Please advise at your early convenience as to what measures are being taken to require the use of satisfactory pit run gravel in the base course on this project.

Very truly yours,

NOTED
N. C. WILLIAMS

T. M. DAVIS
District Engineer.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG
FOR FILING

8-40 (2)

3035-

August 30, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Bridge Work No. 1 covering channel change at Stations 223+50 to 228+25 on the Middle Grove-Pudding River Section of the Salem-Silverton County Road in Marion County, Contract No. 3035, in connection with Federal Aid Project No. S-40 (2).

This work is necessary to divert the direct flow of the current from the east bank at the end of the bridge and prevent washing.

This work was tentatively approved by Mr. T. H. Davis by telephone conversation with H. G. Smith, Construction Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

Encl.

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DEC 22 1948
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540(2)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Middle Crews-Pudding River Section, Project No. S-40 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. G. Williams
Assistant State Highway Engineer

JVH/ge

Encls.

Oregon State Highway Department — Federal Aid Project No. S-40 (2)

LITTLE GROVE-PUDDING RIVER SECTION
OF THE SILVERTON ROAD IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 143+00 to 434+00)

1,400	sq. yds.	Removal of Pavement	$ 0.50	$ 700.00
420	cu. yds.	Trench Excavation, Unclassified	1.50	630.00
270	cu. yds.	Structural Excavation, Unclassified	2.50	675.00
15,000	cu. yds.	Shoulder Excavation, Unclassified	0.57	8,550.00
23,000	cu. yds.	General Excavation, Unclassified	0.38	8,740.00
52,000	yd. sta.	Short Overhaul	0.02	1,040.00
750	C-yd. sta.	Long Overhaul	0.50	375.00
5.49	miles	Finishing Roadbed and Slopes	400.00	2,196.00
60	lin. ft.	36" Corr. Metal Pipe	10.00	600.00
600	lin. ft.	12" Concrete Pipe	1.80	1,080.00
330	lin. ft.	18" Concrete Pipe	2.90	957.00
250	lin. ft.	30" Concrete Pipe	5.50	1,375.00
200	lin. ft.	36" Concrete Pipe	7.00	1,400.00
750	lin. ft.	Salvaging Culvert Pipe	1.50	1,125.00
35,000	cu. yds.	3" - 0" Material in Base	2.10	73,500.00
6,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	21,000.00
600	M-gals.	Sprinkling	3.50	2,100.00
230	cu. yds.	3/4" - 0" Material in Binder Course	5.00	1,150.00
16,000	tons	Class "B" Asphaltic Concrete	6.80	108,800.00
40	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	50.00	2,000.00
			Subtotal	$237,993.00
			10% Engr. & Cont.	23,799.30
			Total	$261,792.30

Little Pudding River Bridge (Sta. 222+73.4 to 223+75.8)

All Required		Shoring, Cribbing, Etc.		$ 1,500.00
70	cu. yds.	Structural Excavation	$ 10.00	700.00
10	cu. yds.	Structural Excavation Below Elevations Shown	20.00	200.00
500	lin. ft.	Furnish Treated Piling	2.00	1,000.00
440	lin. ft.	Furnish Untreated Piling	1.50	660.00
26	only	Drive Piles	90.00	2,340.00

210	cu. yds.	Class "A" Concrete	$ 33.00	$ 6,930.00
19,000	lbs.	Metal Reinforcement	0.10	1,900.00
115	lin. ft.	Concrete Handrail	5.00	575.00
			Subtotal	$ 14,925.00
			10% Engr. & Cont.	1,492.50
			Total	$ 16,417.50

Length of Roadway	5.492 miles
Length of Bridge	.019 mile
Total Length	5.511 miles
Cost per mile, Roadway	$47,667.93

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway	$261,792.50	$157,145.00	$104,647.50
Bridge	16,417.50	9,855.00	6,562.50
	$278,209.00	$167,000.00	$111,209.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
Funds for Maintenance: Chap. 529, Laws 1939

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AUG 18 1948
FOR FILING

FORM S-90 10M 5-46 23439
S-40 (2)
3035

OREGON STATE HIGHWAY COMMISSION

224-1033

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1948

SUBJECT: Contract No. 3035

To:

Mr. H. G. Smith,
Construction Engineer.

NOTED
H.G.SMITH

Dear Sir:

Herewith a paper signed by Lee Dow granting the Oregon State Highway Commission the right to dump excess dirt on his property on the Middle Grove-Pudding River Section of the Silverton Highway.

Yours very truly,

F. D. EASON,
Division Engineer.

By C. W. Tandy

C. W. TANDY,
Div. Office Engineer.

CWT:AM

NOTED
H. W. LIBBY

RECEIVED
AUG 11 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 18 1948

Z34-I035

August 6, 1948

Permission is hereby granted to the Oregon State Highway Commission this sixth day of August, 1948 by the undersigned, Mr. Lee Dow, to dump excess dirt on my property outside of the Silverton county road Right of Way.

This material is to be placed alongside of the present fill in a neat and trim condition, between stations 218+60 to 223+00, which is at the Little Pudding River.

Signed:

Lee DOW

Lee Dow

RECEIVED

✓ 2

RECEIVED
AUG 4 - 1948
FOR FILING

I-40 (2)
3035

August 3, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts No. 3030, 3031 and 3035 which were awarded to you by the State Highway Commission, as follows:

Contract No. 3030, covering Brownsville and Scott Mans Section in Linn County, awarded June 29, 1948.

Contract No. 3031, covering Dallas, Independence and West Salem Section in Polk County, awarded June 29, 1948.

Contract No. 3035, covering the Middle Grove-Pudding River Section of the Silverton County Road in Marion County, awarded July 7, 1948.

These copies are for your records and files.

An executed copy of each of these contracts is being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

encls. 3

above contracts sent by express.

RECEIVED
JUL 19 1948
FOR FILING

8-40 (2)

3035

July 13, 1948

Mr. T. H. Banks
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on July 12, 1948 on Contract No. 3035, Middle Grove-Pudding River Section in connection with Federal Aid Project No. S-40 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

HGW:ow

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FOR FILING

5-40(2)

3035

July 7, 1948

[redacted]

[redacted]

Confirming our telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and graveling on the Middle Fork-Applegate River Section of the Siskiyou County Road in Horton Canyon. This award was based on your low bid of $107,976, being originally submitted on June 24, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

CALIFORNIA STATE HIGHWAY COMMISSION

Secretary

cc
Encl.

cc - Mr. R. G. Smith (3)
Mrs. Goldie Lamb
Mr. A. E. Fenlon

L. A. Wilds, Assistant Commissioner
State Industrial Accident Commission
Building

Set suspended

STC

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

FULL RATE TELEGRAM | SERIAL
DAY LETTER | NIGHT LETTER

FULL RATE | DEFERRED
CODE | NIGHT LETTER

Salem, Oregon
July 7, 1948
3:10 p.m.

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

State Highway Commission awarded you today contract for Middle Grove-Pudding River Section of Silverton County Road, in Marion County, based on your low bid submitted June 25, 1948. Contract forms follow shortly.

cc
Sharpe

R. B. Glasmyer, Secretary
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • The Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

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FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
PORTLAND, OREGON

JULY 7, 1948

-40(2)

Baldock
State Highway Engineer
Salem, Oregon

REYOURTEL TODAY ALL RIGHTS ENTRY ACQUIRED OREGON PROJECT S-40(2)
MIDDLE GROVE - PUDDING RIVER. WE HEREBY CONCUR AWARD TO LOW BIDDER WARREN
NORTHWEST INCORPORATED.

Davis

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA229 GOVT PD=PORTLAND ORG 7 337P=
:BALDOCK STATE HIGHWAY ENGINEER=SM=

JUL 7 PM 4

REYOURTEL TODAY ALL RIGHTS ENTRY ACQUIRED OREGON PROJECT S-40/2/ MIDDLE GROVE PUDDING RIVER. WE HEREBY CONCUR AWARD TO LOW BIDDER WARREN NORTHWEST INCORPORATED=
:DAVIS PUBLIC ROADS ADMINISTRATION

S-40/2/

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

SERVICE

for wire. Pay Western Union clerk for subscription or when billed by publisher.

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

UNION

JOSEPH L. EGAN, PRESIDENT

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 7, 1948

MR. T. H. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
501 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT MIDDLE GROVE-FUDDING RIVER PROJECT TO WARREN NORTHWEST INCORPORATED OF PORTLAND.

ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

FORM E-90 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1, 1948

SUBJECT:

To: Mr. C. H. Armstrong
Engineer, County and City Relations

S H O P S

NOTED
C. H. ARMSTRONG

Dear Mr. Armstrong:

Herewith I hand you four fully executed copies of agreement with Marion County, providing for county maintenance of the Middle Grove-Pudding River Section of the Silverton Federal Aid Secondary Highway after completion of construction, for further handling.

I have retained the original copy of the above agreement for the Commission's files and have mailed a fully executed copy to the County Court of Marion County.

Very truly yours

Secretary

gl
encls. 4

RECEIVED
JUL 2 1948
ENGINEER
COUNTY & CITY RELATIONS

5-23-a
County
(1948)
Co. Notified of Completion

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The Marion County, (municipality or political subdivision), State of Oregon, hereinafter referred to as the County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 5.51 miles of Federal Aid Secondary Highway No. 1h7 (municipal, or secondary or feeder) from State Highway Engineer's Survey Station 1h3+00, a point on the Silverton Road in the SE¼ of Section 8, T. 7 S., R. 2 W., W. M.; thence northerly and easterly to highway engineer's survey station 431+00, a point on the Silverton Road in the N½ of Section 6, T. 7 S., R. 1 W., W. M.

known as Silverton Road, (local name of street or road), and to be designated as Oregon Project No. S-40 (2), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said County (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the aforementioned project.

6/24/48

4. That the said County (municipality or political subdivision) hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County (municipality or political subdivision) may determine.

5. That the said County (municipality or political subdivision) hereby agrees to establish as a county road, pursuant to the provisions of the laws of the State of Oregon, the relocated section or sections of the proposed road.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County (municipality or political subdivision) on the 11 day of June, 194[illegible], and the Highway Department on the 26th day of June, 1948.

COUNTY COURT OF MARION COUNTY
(Municipality or political subdivision)

Attest: [signature]
County Clerk

By [signature]
County Judge

By _____
County Commissioner

By [signature]
County Commissioner

RECOMMENDED FOR APPROVAL:
[signature]
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest: [signature]
Secretary

By _____
As Chairman

By [signature]
As Commissioner

APPROVED AS TO FORM AND LEGALITY
[signature]
Chief Counsel

By [signature]
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Public Roads Administration.

11-12-47

Project No. S-40 (2)

RESOLUTION

WHEREAS, a County Road in Marion County, State of Oregon, known as the Silverton County Road, is routed through the County of Marion, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Marion County, the section adopted for improvement being more particularly described as follows; to wit:

State Highway Engineer's Survey Station 143/00, a point on the Silverton Road in the SE¼ of Section 8, T. 7 S., R. 2 W., W. M.; thence northerly and easterly to Highway Engineer's Survey Station 431/00, a point on the Silverton Road in the E½ of Section 6, T. 7 S., R. 1 W., W. M.; a distance of 5.51 miles

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Marion will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Marion County, Oregon, that no encroachments will be permitted on the county road, known as the Silverton County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said

6-11-48

county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Marion County, Oregon, this 11 day of June, 1948.

Attest:

H A Ingalls
County Clerk

By Grant Murphy
County Judge

By Roy J Rice
County Commissioner

By E L Kozer
County Commissioner

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Marion County, Oregon, on the 11th day of June, 1948, at the regular or special meeting of said County Court.

Dated this 11th day of June, 1948.

H A Ingalls
County Clerk

FORM S-1021 1001 5-47

COMMISSIONERS
S. H. HANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

8T

June 30, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 5900
Portland 8, Oregon

Dear Sir:

Enclosed are four signed copies of a maintenance agreement which have been executed by the County Court of Marion County and the State Highway Commission, in connection with Federal Aid Project No. S-40 (2), Middle Grove-Pudding River Section of the Silverton Road.

Also enclosed are four signed copies of an encroachment resolution for the above project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

mc

Encl.

cc Mr. J. W. Nash

State of Oregon

FEDERAL-AID SECONDARY SYSTEM

SUPPLEMENTAL TABULATION NO. 17

Road Designation		Brief Description of Road and Termini	County	Mileage on State Highway System	Mileage on Local System	Total Length
FAS Road No.	State or Local Road No.					
147	160 668 Plus newly located section of road in Secs. 2 & 3, T. 7 S., R. 2 W., W. M.	From FA Route 3 near the north city limits of Salem northeasterly to Silverton; thence northerly to FA Route 26 at Oregon City	Clackamas Marion	24.20 5.55	11.90	41.65

6.25.46

BPR approved 6/28/48
See FAS Rte Numbering file

June 15, 1948

Honorable Grant Murphy
County Judge of Marion County
Salem, Oregon

Dear Judge:

Enclosed is a center line description of the proposed relocated section of the Salem-Silverton Road in Marion County, which you agreed to establish as a county road.

Under separate cover, we are forwarding a map showing this route, with the right of way acquired by the State Highway Commission colored in red.

We have been advised by our Legal Department that the county can adopt this route as a county road by passing a resolution to that effect.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

JVH:mm

Encl.

Center Line Alignment from Station 246/98.45 to 300/97.75
of Newly Located Portion of Salem-Silverton Road:

Beginning at a point which is Engineer's center line Station 246/98.45, which point is an angle point in the center line of the existing Salem-Silverton County Road; said point being 2559.23 feet westerly from (measured along the center line of the existing highway) the east line of the John Howell D.L.C. in T. 7 S., R. 2 W., W. M.; thence N. 54° 25' 30" E. 1,282.84 feet to Station 259/81.29; thence on a spiral curve right (the long chord of which bears N. 57° 45' 30" E. 499.33 feet) a distance of 500 feet to Station 264/81.29; thence on a 1432.4 foot radius curve right (the long chord of which bears N. 72° 13' E. 388.3 feet) a distance of 389.5 feet to Station 268/70.79; thence on a spiral curve right (the long chord of which bears N. 86° 40' 30" E. 499.33 feet) a distance of 500 feet to Station 273/70.79; thence S. 89° 59' 30" E. 2,726.96 feet to Station 300/97.75, which station is 1408.44 feet south and 467.28 feet west of the northeast corner of the Franklin N. Woodworth D.L.C. No. 59, in T. 7 S., R. 2 W., W. M. The total length is 5,399.3 feet.

6-15-48

R/W Widths from Station 246/98.45 to 300/97.75
of Newly Located Portion of Salem-Silverton Road:

Station	to	Station	Right of C.L.	Left of C.L.
246/98.45		270/30 (Approximate)	40'	40'
270/30 (Approximate)		273/70.79	40'	Tapers from 40' to 33.585'
273/70.79		279/83.49	40'	Tapers from 33.585' to 35.47'
279/83.49		300/97.75	40'	40'

6-15-48

5M—5-43

OREGON STATE HIGHWAY COMMISSION

(Center Line Descriptions)

Description of Property to be .....
(Purchase, Lease or Easement)

for use as .....
(State purpose for which property is to be used)

Description prepared by ....., ..., 19.....; Checked by ....., ..., 19.....

Owner .....

..... Section, ... Highway.

A parcel of land lying in the .....

..... of Section ....., Twp. ....., R. ....., W. M., ... County, Oregon, and being a portion of the following described property:

That tract of land which was conveyed by that certain deed to ..... recorded in Book ....., Page ..... of ..... County Record of Deeds.

The said parcel being all that portion of the foregoing described property included in a strip of land ..... feet in width, ... feet on each side of the center line of the ..... highway as said highway has been ..... over and across or adjacent to the said property, the location of the said strip of land (insofar as it affects the said property,) being described by the said alignment center line from Station 246+98.45 to 300+97.75 which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 246+98.45 opposite and ..... from which point the is an angle point in the center line of the existing Salem-Silverton County Road. ..... line of the said strip of land intersects the ..... line of said property, said point being 25.23 feet ..... and ..... feet ..... of the ..... (measured westerly from and along the center line of the existing thereof) the East line of the John Howell D.L.C. in ..... Sec. ....., Twp. 7 So., R. 2W., W. M.; thence (over)

(For further description turn bottom of sheet up and continue on back. Double space all notes.)

The widths (in feet) of the strip of land above referred to are as follows:

Station	to	Station	Total Width	Width on ..... Side of Center Line	Width on ..... Side of Center Line

A parcel of land lying in the ..... of Section .....,
Twp. ....., R. ....., W. M., ... County, Oregon, and
being a portion of the following described property:

That tract of land which was conveyed by that certain deed to .....
recorded in Book ....., Page ..... of ..... County Record of Deeds.

The said parcel being all that portion of the foregoing described property included in a strip of land ..... feet in width, ... feet on each side of the center line of the ..... highway as said highway has been ..... over and across or adjacent to the said property, the location of the said strip of land (insofar as it affects the said property) being determined by the said alignment center line from Station 246+98.45 to 300+97.75 which portion of center line is described as follows:

Beginning at a point which is Engineer's center line Station 246+98.45 opposite and ..... from which point the is an angle point in the center line of the existing Salem-Silverton County Road. line of the said strip of land intersects the ..... line of said property, said point being 255.23 feet Westerly from (measured along the center line of the existing story) and ..... feet of the East line of the John Howell D.L.C. in ..... of Sec. ....., Twp. 7 So., R. 2 W., W. M.; thence (over)

(For further description turn bottom of sheet up and continue on back. Double space all notes.)

The widths (in feet) of the strip of land above referred to are as follows:

Station	to	Station	Total Width	Width on ..... Side of Center Line	Width on ..... Side of Center Line

The parcel of land to which this description applies contains ..... acres, of which ..... acres lie within the existing right of way, title to which hereby is acknowledged to be in the public, and ..... acres lie outside of the existing right of way.

STATE PRINTING DEPT.

N. 54°25'30" E. 1282.84 feet to station 259+81.29; thence on a spiral curve right (chord N. 51°45'30" E. 499.33 feet) a dist of 500 feet to station 264+81.29; thence on 1432.4 foot radius curve right (chord N. 72°13' E 388.3 feet) a dist of 389.5 feet to station 268+70.79; thence on a spiral curve right (chord N. 86°40'30" E. 499.33 feet) a dist of 500 feet to station 273+70.79; thence S. 89°59'30" E. 2726.96 feet to station 300+97.75 which station is 1408.44 feet South and 467.25 West of the N. E. corner of the Franklin N. Woodward D.L.C. No. 57 in Twp. 7 So., Range 2 W. W. M.

Salem, Oregon
June 14, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In connection with the proposed project on the Middle Grove-Pudding River Section of the Silverton Road, Federal Aid Secondary Highway No. 147 (Federal Aid Project No. S-40 (2)), we have secured, from the County Court of Marion County, an agreement which provides that the county will maintain this section after completion of the project.

This agreement, seven copies of which are attached hereto, is now ready for execution by the Highway Commission. I would appreciate it if you would have all seven copies signed, as four signed copies are required by the Public Roads Administration.

Very truly yours,

C. H. Armstrong
Engineer, County and City Relations

mm

Encl.

June 10, 1948

Honorable Grant Murphy
County Judge of Marion County
Salem, Oregon

Dear Judge:

The State Highway Commission is planning to call for bids, on June 28, for a grading and paving project on the Middle Grove-Pudding River Section of the Silverton Road (Federal Aid Project No. S-40 (2)).

In connection therewith, the Federal Government requires that the county adopt the usual standard form of encroachment and traffic resolution; also the standard agreement in which the county agrees to maintain the road after the construction work has been completed.

We are, therefore, enclosing seven copies of an encroachment resolution, and eight copies of a maintenance agreement, to be executed by the County Court of Marion County.

If the maintenance agreement is approved, and after it has been executed by the court and attested by the county clerk, please return all eight copies to the Oregon State Highway Department, attention of C. H. Armstrong, and after it is executed by the Commission one signed copy will be returned for the records of the county. One copy of the encroachment resolution may be retained for the county's records, and the remaining copies returned to this Department.

As bids will be called on June 28, and it is required that encroachment resolutions and maintenance agreements be executed before a contract is awarded, we would appreciate it if the resolution and agreement can be executed and returned to this Department before that date.

Your attention is invited to paragraph 5 of the maintenance agreement, which states that the county agrees to establish, as a county road, the proposed relocated section of the road, pursuant to the provisions of the laws of the State of Oregon. It would be appreciated if you would furnish this Department four certified copies of the proceedings establishing it as a county road, when completed.

We are also enclosing, for the county's information and records, a set of plans for the proposed project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

C. H. Armstrong
Engineer, County and City Relations

Enc.
Encl.

RECEIVED
FOR FILING
S 4012

June 2, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Middle Grove-Pudding River Section, Project No. S-40 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

Oregon State Highway Department — Federal Aid Project No. S-40 (2)

MIDDLE GROVE-PUDDING RIVER SECTION

OF THE SILVERTON ROAD IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 2, 1948

Roadway (Sta. 143+00 to A34+00)

1,400	sq. yds.	Removal of Pavement	$ 0.50	$ 700.00
420	cu. yds.	Trench Excavation, Unclassified	3.00	1,260.00
270	cu. yds.	Structural Excavation, Unclassified	3.00	810.00
15,000	cu. yds.	Shoulder Excavation, Unclassified	0.75	11,250.00
23,000	cu. yds.	General Excavation, Unclassified	0.75	17,250.00
52,000	yd. stas.	Short Overhaul	0.02	1,040.00
750	C-yd. stas.	Long Overhaul	0.50	375.00
5.49	miles	Finishing Roadbed and Slopes	500.00	2,745.00
60	lin. ft.	36" Corr. Metal Pipe	10.00	600.00
600	lin. ft.	12" Concrete Pipe	2.00	1,200.00
330	lin. ft.	18" Concrete Pipe	3.00	990.00
250	lin. ft.	30" Concrete Pipe	4.50	1,125.00
200	lin. ft.	36" Concrete Pipe	9.00	1,800.00
750	lin. ft.	Salvaging Culvert Pipe	1.50	1,125.00
35,000	cu. yds.	3" - 0" Material in Base	2.00	70,000.00
6,000	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	18,000.00
600	M-gals.	Sprinkling	3.00	1,800.00
230	cu. yds.	3/4" - 0" Material in Binder Course	5.00	1,150.00
16,000	tons	Class "B" Asphaltic Concrete	6.50	104,000.00
40	tons	Furnishing and Placing RC-5 Asphalt in Binder Course	45.00	1,800.00
48	tons	Furnishing and Placing RT-4 Tar in Binder Course	38.00	(Alternate)
			Subtotal	$239,020.00
			10% Engr. & Cont.	23,020.20
			Total	$262,922.00

Little Pudding River Bridge (Sta. 222+75.8 to 223+75.8)

All Required		Shoring, Cribbing, Etc.		$ 1,900.00
70	cu. yds.	Structural Excavation	$ 10.00	700.00
10	cu. yds.	Structural Excavation Below Elevations Shown	20.00	200.00
500	lin. ft.	Furnish Treated Piling	2.00	1,000.00

440	lin. ft.	Furnish Untreated Piling	$ 1.50	$ 660.00
26	only	Drive Piles	90.00	2,340.00
110	cu. yds.	Class "A" Concrete	55.00	6,050.00
19,000	lbs.	Metal Reinforcement	0.10	1,900.00
115	lin. ft.	Concrete Handrail	5.00	575.00
			Subtotal	$ 14,925.00
			10% Engr. & Cont.	1,492.50
			Total	$ 16,417.50

Length of Roadway	5.492 miles
Length of Bridge	0.019 mile
Total Length	5.511 miles
Cost per mile, Roadway	$47,873.63

SUMMARY OF FUNDS

Item	Total Cost	Federal Secondary Funds	State Funds
Roadway	$262,922.00	$64,003.00	$198,919.00
Bridge	16,417.50	1,997.00	12,420.50
	$279,339.50	$66,000.00	$211,339.50

MIDDLE CREEK-PUDDING RIVER SECTION

PROJECT NO. S-40 (2)

While negotiations for rights of way are in progress, four parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 2, 1948

Oregon State Highway Department

Federal Aid Secondary
Project No. S-40 (2)

MIDDLE GROVE-SILVERTON SECTION

OF THE SILVERTON ROAD IN MARION COUNTY

(Estimate to accompany plans and specifications for Little Pudding River Bridge. Not as basis for project agreement.)

Salem, Oregon, March 31, 1948

Little Pudding River Bridge (Sta. 222+73.5 to 223+73.5)

All Required		Shoring, Cribbing, Etc.		$ 750.00
70	cu. yds.	Structural Excavation	$ 5.00	350.00
10	cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
500	lin. ft.	Furnish Treated Piling	1.50	750.00
440	lin. ft.	Furnish Untreated Piling	0.60	264.00
26	only	Drive Piles	50.00	1,300.00
110	cu. yds.	Class "A" Concrete	60.00	6,600.00
19,000	lbs.	Metal Reinforcement	0.10	1,900.00
115	lin. ft.	Concrete Handrail	10.00	1,150.00
			Subtotal	$13,164.00
			10% Engr. & Cont.	1,316.40
			Total	$14,480.40

Length - - - - - - - - - - 0.019 mile

Federal Aid Funds - $ 8,000.00
State Funds - 6,480.40

$14,480.40

55

LITTLE FUSSELMS RIVER BRIDGE

PROJECT NO. S-40 (2)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

J. W. Smith
Assistant Office Engineer

March 31, 1948

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 31, 1948
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1948 F. Y. Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Marion

FA or FAS Route No. FAS - 147

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	19	S-10(2)	Middle Grove - Pudding River	Survey-Plans					
				Right-of-Way					
				Construction	170,000	102,000	68,000		Gr., Br., 2-lane high-type pavement
				Total	170,000	102,000	68,000	3.47	
Requested Revision	19	S-10(2)	Same	Survey-Plans					
				Right-of-Way					
				Construction	170,000	102,000	68,000		Gr., Br. Bridge, 2-lane high-type pavement
				Total	170,000	102,000	68,000	3.47	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change:

To include in project the widening of Little Pudding River Bridge.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested Assistant Public Highway Engineer 3/31/48 (Date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

124-G

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. S. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. H. DEVERS
ATTORNEY
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 28, 1941

IN REPLY PLEASE REFER TO FILE NO.

Honorable Marion County Court,
Salem, Oregon.

Gentlemen:

I wish to advise the County Court the State is now making a survey for a Federal Aid improvement on county roads on the Silverton Road. There has been approved by the State Highway Commission and the Public Roads Administration the sum of $40,000.00 for 1941 expenditure on this road, and in line with the understanding that was had with the County Court two years ago that the improvement on this road would start at the Salem end and continue as money became available for this work toward Silverton, we have started this survey at the Middle Grove school, which is the east end of the improvement that was made two years ago.

Our survey will continue to or near Silverton, though the $40,000.00 now available will probably only carry to Central Howell, and the survey data beyond this point will be available for future improvement should federal funds be made available and approved for such work.

Should the County Court have any ideas about the location or expenditure of this year's proposed improvement, I would be pleased if you would take the matter up with me immediately before the detailed plans for the project are completed.

Very truly yours,

R. H. Baldock,
Chief Engineer.

P. C.
Cutler

3036 State Force

FI-301(3) Troutdale Sec., Columbia River Hwy. 1948

#3037

FOR FILING

FT-301(3)
3037

Salem, Oregon
November 2, 1949

Mr. R.E. Baldock

We have received in this office a fully executed copy of the agreement between the State Highway Commission and the Union Pacific Company covering the subject of the planting of shrubbery along the Relocated Columbia River Highway.

This agreement is being filed as railroad Agreement No. 351.

Secretary

cc - Mr. W.G. Williams
Mr. G.S. Paulson

...3 1949

...OR FILING

FORM 3010
2-49-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. W. ALTHOF,
RESIDENT ENGINEER

881 PITTOCK BLOCK
PORTLAND 5, OREGON

November 2, 1949

747

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Your letter November 1, 1949, in regard to agreement covering landscaping between Troutdale and Dodson:

The State's fully executed copy of the document was sent to Mr. Devers on the same day your letter was written.

Yours truly,

L. W. Althof

agreement received & filed under "Railroads" 11-2-49
F.Q.

NOTED
H. B. GLAISYER

NOTED
F. QUERY

RECEIVED
NOV 3 1949
STATE HIGHWAY COMMISSION

FORM E-90 2M 1-49 20023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 2, 1949

Ida RR

SUBJECT:

RAILROAD COMPANIES
FILE No. 351

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

Attached you will find a fully executed copy of the agreement between the State and the Union Pacific Company covering the subject of the planting of shrubbery along the relocated Columbia River Highway.

This is the only executed copy we have so I am sending it to you for the Commission's files.

Very truly yours,

J. M. DEVERS

JMD:NH

Enc.

query
please see ~~that~~ this is
properly filed —
notify them interested of file no.
DHS

notify BSP

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 2, 1949

RAILROAD COMPANIES
FILE No. 351

Mr. L. V. Althof
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Mr. Althof:

I acknowledge with appreciation your letter of the first with which you sent a fully executed copy of an agreement between the Railroad and the State covering the subject of the planting of shrubbery along the relocated Columbia River Highway.

Appreciating your cooperation, I am

Very truly yours,

J. M. DEVERS

JMD:HH
cc - R. H. Baldock
H. B. Glaisyer

RECEIVED
NOV - 3 1949
FOR FILING

Files
Quiney

FZ-301(3)

3037

November 1, 1949

Oregon-Washington Railroad & Navigation Co.
Union Pacific Railroad Company
451 Pittock Block
Portland 5, Oregon

Attention: Mr. L. W. Althof, Resident Engineer

Gentlemen:

On August 8, two copies of an agreement between the State Highway Commission and your company covering landscaping of property abutting the Troutdale-Dodson Section on the Columbia River Highway in Multnomah County were forwarded to your office for signatures.

Can you advise us when we may expect an executed copy for the State Highway Commission files.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

rec 1 copy
From J M Lewis 11-2-49
filed railroads
F.Q.

Return to Quarry

August 8, 1949

Oregon-Washington Railroad & Navigation Co.
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention: Mr. L.W. Althof, Resident Engineer

Gentlemen:

I am enclosing herewith, two copies of an agreement between the State Highway Commission and your Company covering landscaping of its property abutting Troutdale-Dodson Section of the Columbia River Highway, Multnomah County, Oregon, which have been executed by the Highway Commission and is now ready for signatures by the proper Officials of the Railroad Company.

Will you please return one fully executed copy of this agreement to me for the records and files of the Commission.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Encl. 2

10-10-49 Ruth, check if agreement is back
as of 10-28-49 no agreement has been returned
R.N.

RECEIVED
AUG 8 1949
FOR FILING

EI-501(3)

337

Salem, Oregon
August 5, 1949

Mr. Mark H. Astrup

Cross Referenced To:
Contract
File
Columbia River Highway

The Highway Commission has approved an agreement with the Union Pacific Railroad Company for landscaping of encroachments on railroad property between Troutdale and Dodson.

The Commission, however, expressed its intention of authorizing only a very limited amount of shrubbery planting and indicated that about the only landscaping it would approve would be seeding of slopes.

You better see me about this and show me what plans you now have.

W. C. Williams

WCW:ms

cc Mr. H. G. Smith

FOR FILING

July 14, 1948

Oregon State Highway Commission

Gentlemen:

The plans of the new underpass [illegible] Highway in Ada [illegible] cross the right of way of the Union Pacific Railroad, particularly from the Snake River, as available, to Ontario. We have made plans to [illegible] some way of these plans, either by the sending of prints or by the planning of duplicate. The planning of detail is, in most instances, designed to exhibit more of the highway than the plans of under consideration, or the work.

In connection with such [illegible], it is necessary that we have an agreement with the Railroad Company to cover easements for the [illegible] of the property over which the highway plans extend. Such an agreement has been prepared by Mr. Devers and I have approved it, and it will be presented to you for your consideration at the next meeting of the Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCH:ms/gd
cc: W. C. Williams
Mark H. Astrup
J. M. Devers

FORM E-20 2M 12-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1949

SUBJECT: Planting Easement Agreement with Union Pacific Railroad Company

To: Mr. W. C. Williams
Assistant Highway Engineer
O F F I C E

Attached hereto are two copies of the proposed agreement with the Union Pacific Railroad Company, which would authorize us to utilize certain portions of their right of way for the planting of shrubbery. All of these parcels are also covered in a previous agreement reached with the railroad company giving the Highway Commission slope easements for their hydraulic fill.

In the main, the areas requested and approved by the railroad company are locations where the actual highway right of way is only thirty feet and too narrow to accomplish any effective planting thereon. It is proposed that we utilize that portion of the planting easement immediately adjacent to our right of way line for the planting of shrubbery to minimize the glare of railroad locomotive headlights and the intrusion of utility pole lines into the otherwise natural landscape.

It is believed that the agreement is now worded satisfactorily and its approval by the Commission is recommended. The office of the Chief Counsel has requested that arrangements be made for its execution by the Commission and for return of both copies to the railroad company for their execution if the agreement is satisfactory.

NOT-
W. C. Wil...

Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA:be

Encls. 2

cc Mr. C. W. Enfield

RECEIVED
JUL 5 1949
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

EI-211(2)

3027

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

June 29, 1949

NOTE:
W. C. WILLIAMS

Mr. L. W. Althof, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Mr. Althof:

Re: Planting of Shrubs along Columbia River Highway.

Your letter of June 20, 1949, regarding the above matter was received during my absence from Salem, and it has been brought to my attention today. I appreciate your understanding and your spirit of cooperation with respect to amending the proposed agreement for the planting of shrubs along the Columbia River Highway, and particularly with respect to the deletion of Section 3g.

We are returning herewith, the two copies of the proposed agreement submitted with your letter of May 4 for revision and resubmission to this office. This agreement will be submitted to the State Highway Commission for execution with the understanding that the planting will be as outlined in Mr. W. C. Williams' interdepartmental communication to Mr. Devers of April 29, 1948, and in accordance with assurance given you by Mr. Astrup in his discussions of this matter.

Yours very truly,

J. M. DEVERS

By
C. W. ENFIELD
Assistant Counsel

CWE:FRC

cc- Mr. Mark Astrup
Mr. W. C. Williams

RECEIVED
JUL 6 1949
FOR FILING

R. H. Baldock

June 23rd, 1949

Contract #3037
Troutdale Section
71-301(3)
3037

FINAL COST ANALYSIS
Grading
Vernie Jarl, Contractor
Carl A. Peterson, Resident Engineer

Prefix 26-1085
Columbia River Highway

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$497.71	$3,000.00
Trench Excavation	732.56	Cu. Yd.	$1.08	$3.00	791.67	2,197.68
Borrow "	327,442.8	" "	0.41	0.48	134,057.36	157,172.54
General "	3,332.7	" "	0.25	0.40	820.60	1,333.08
Topsoiling With Tractor and Carryall	101	Hour	8.34	12.00	842.31	1,212.00
Topsoiling With Grader (Blade)	16	"	6.34	8.00	103.74	128.00
Topsoiling With Shovel and Dragline	272	"	8.85	9.00	2,406.67	2,448.00
Topsoiling With Tractor and Dozer	232	"	6.97	10.00	1,617.77	2,320.00
Finishing Roadbed & Slopes	.623	Mile	1,675.65	2,000.00	1,043.93	1,246.00
10" Corr. Metal Pipe	84	Lin. Ft.	1.77	2.00	148.70	168.00
18" " " "	1,142	" "	3.32	3.50	3,790.32	3,997.00
24" " " "	400	" "	4.38	5.00	1,749.76	2,000.00
12" Perf. Metal Pipe	90	" "	2.22	2.50	199.79	225.00
Gravel Backfill in Drains	16	Cu. Yd.	3.54	5.00	56.70	80.00
3"-0" Mat'l. in Surfacing	1,600	" "	0.69	2.25	1,107.59	3,600.00
3/4"-0" Mat'l. in Surfacing	816	" "	3.22	2.50	2,625.47	2,040.00
Preparing, Fertilizing and Seeding Grass Areas	10	Acre	56.99	50.00	569.87	500.00
Force Account					2,807.36	2,805.85
					$155,237.32	$186,473.15

Gross Revenue	$186,473.15
Total Cost	155,237.32
Net Profit	$31,235.83

Net Profit Equals 16.7% of Gross Revenue

Troutdale Section

Detail of Cost

Labor:

Supervision	$3,169.80	
Labor	40,287.64	
State Industrial Accident Insurance	917.81	
Unemployment Insurance	1,299.04	
Social Security	451.08	
		$46,125.37

Materials:

8" Perf. Metal Drain Pipe	834	lin. ft.	at	$1.15	$959.10
12" " " " "	200	"	"	1.12	224.00
10" Corr. Metal Pipe	90	"	"	1.53	137.70
18" " " "	84	"	"	1.25	105.00
24" " " "	1,142	"	"	2.11	2,409.62
8" Bands	400	"	"	3.24	1,296.00
10" "	34	each	"	1.75	59.50
12" "	8	"	"	1.81	14.48
18" "	4	"	"	1.80	7.20
24" "	4	"	"	1.90	7.60
4" Water Pipe	57	"	"	3.17	180.69
18" Water Gate Assembly	19	"	"	3.96	75.24
3/4" - 0" Crushed Rock	898	lin. ft.	"	1.2941	1,162.10
Crushed Gravel Backfill	1	each	"	35.57	35.57
Ammonia Sulphate Fertilizer	816	cu. yd.	"	1.75	1,428.00
Fescue Grass Seed	16	" "	"	2.00	32.00
White Clover "	2,000	lbs.	"	0.0425	85.00
English Rye Grass Seed	400	"	"	0.43	172.00
	40	"	"	0.90	36.00
	160	"	"	0.1775	28.40
					8,455.20

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$71,667.00	
" " , Hired	2,700.72	
Hired Trucks	394.50	
Gas, Oil & Grease	10,641.60	
Freight & Cartage	129.78	
Mat'ls. & Hired Equipment for Temporary Bridge	5,378.00	
Misc. Supplies & Small Tools	1,065.67	
Insurance on Rented Equipment	405.00	
Public Liability & Property Damage	568.55	
Wire Rope	1,017.25	
Office & General Overhead	5,594.19	
Bond	1,094.49	
		100,656.75
		$155,237.32

Troutdale Section

Remarks:

This project, which required the construction of a 0.69-mile section of borrow embankment, was bid on June 28th, 1948, and awarded on July 9th. The contractor started the work on August 2nd, 1948, and completed the contract on April 25th, 1949.

The borrow material was secured from three sources: The Jordan borrow pit, situated .3 of a mile from the east end of the job; a bar in the Sandy river adjacent to the east end; and a smaller source located south of the job at a State maintenance station. In order to haul the material from the Jordan borrow pit and the Sandy River the contractor constructed a temporary pile bent trestle bridge and a sand approach fill. The contractor started in the Jordan borrow pit during the early fall and as the water table was at its lowest point in the pit, he was able to dig the material with a 1-3/4 yard shovel equipped with a dipper bucket. In order to secure enough moisture content for proper compaction of the fill a 3/4 yard shovel equipped with a dragline bucket excavated at a lower level in the pit. Fortunately for the contractor the fall weather was favorable for the work and two shifts were employed until late November when a rise in the river washed out the approach fill and also damaged one span of the temporary bridge. When the work was resumed in December, after two weeks delay, both the shovels were equipped with draglines and most of the remaining fill material was secured from the Sandy River bar. Hauling equipment consisted of from 4 to 6 DW-10's, a 15-yard Tournapull, a semi-truck equipped with haul wagon, a 6-yard truck and an 8-yard truck. A D-8 pulling a 15-yard carryall scraper compacted and leveled the fill and also took out the small amount of general excavation. A D-8 and dozer and a blade grader also compacted and leveled. A 3/4-yard unit shovel loading into two trucks moved the borrow at the State maintenance yard. Installation and repair of the temporary bridge cost $7,700.00.

The 3" - 0" surfacing was secured from the Sandy River and was handled with the same equipment used for the borrow. The 3/4" - 0" was purchased at Logan's plant in northeast Portland and hauled 9 miles to the job.

The contractor had good equipment and pushed his work in order to take full advantage of the favorable fall weather. During the period when the loading could be done with the large shovel and dipper bucket production was excellent, averaging 250 cu. yds. per hour, and costs were well below his bid price, but after the changeover to dragline loading production fell to about 150 cu. yds. per hour, and the cost rose from $0.32 to $0.55 per yard. However, the bulk of the material had already been moved and a fair profit was realized on the borrow item.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JUN 21 1949
FOR FILING

71-301 (3)

3037

June 21, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No.3037, for grading, topsoiling and seeding on the Troutdale Section of the Columbia River Highway in Multnomah County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $5,549.57 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $186,473.15, of which amount $2,805.85 represents force account items. This contract was completed April 25, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
6-21-49

RECEIVED
MAY 23 1949
FOR FILING
71-301(5)
3037

May 20, 1949

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise of the intention of the State Highway Commission to release to Vernie Jarl a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3037 covering the Troutdale Section of Columbia River Highway in Multnomah County. This payment, which is in the amount of $15,353.03, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,595.57. The present payment to the contractor will be made on or after May 31, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Legal Dept.

NOTED ON CARD
5-20-49 gl

Form 5-1—652—1-48

(3)

41-30

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 13, 1949

Section Troutdale

Highway Columbia River

Contractor Vernie Tarl

Date of Contract July 9th, 1948

Date work started Aug 2nd, 1948

Amount of contract $182,415.00

Kind of work Grading, Topping & Seeding

Section prefix 26-1085

Contract number 3037

Date of completion Feb. 28th, 1949

Estimated date of completion April 25, 1949

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $186,473.15

Per cent of contract completed, based on total contract price . . . . . 102 %

Engineering cost to date $ 14,183.35, 13.6 %

Date project was completed April 25, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engr crew of 3 men completed the final records to day, and submitted same to Division office to-day

RECEIVED

Signed Carl Stetson

Address Troutdale

NOTED

E. I.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	069	063			
Miles partially completed	—	—			
Miles completed	069	063			
Total estimated quantities	327442	2416			
Estimated quantities moved or placed to date	327442	2416			
Average daily quantities	—	—			
Average daily quantities necessary to complete project on time		—			
Number shifts per day	—	—			
Hours per shift	—	—			
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 16 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 2 - 1949
FOR FILING

71-301(3)

3037

File

April 28, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on April 28, 1949 on Contract No. 3037, Troutdale Section in connection with Federal Aid Project No. FI-301 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

HGW:vw

cc: John Gatterall

RECEIVED
MAR 8 1949
FOR FILING

71-301 (3)

5037

March 7, 1949

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 28, 1949, had under discussion your request for an extension of time of 60 days, from February 28 to April 28, 1949, within which to complete your contract No. 2037 for grading, topsoiling and seeding on the Troutdale Section of the Columbia River Highway in Multnomah County.

I am pleased to inform you that the Commission granted your request your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Hamilton,
Division Engineer

E. G. Smith

NOTED ON CARD
3-7-49 G

RECEIVED
MAR 9 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
F-301(3)

March 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to bids received by the State Highway Commission on February 28, 1949 for construction of Oregon Project F-FI-301(3), Troutdale Section, the award of which was referred to you pending our concurrence.

We are advised of the approval of the program changes on March 2, 1949 and are ready to concur in award to the low bidder upon your request.

Very truly yours,

T. M. DAVIS
District Engineer

STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1949
FOR FILING

71-301 (3)
3037

February 24, 1949

Request for extension of time
No. 6
Last request for February 28
and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Terrie Jurl for an extension of time from February 28, 1949 to April 30, 1949 on Contract No. 3037, Troutdale Section of the Columbia River Highway.

Extremely high water in the Sandy River washed out the contractor's bank bridge several times, and following the high water the ground was frozen for approximately six weeks, which made hauling operations impossible.

I would recommend that this extension be granted without penalty, and this recommendation is concurred in by Mr. T. H. Banks of the Public Roads administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FEB 22 1949
FOR FILING

71-301 (3)

3.237

February 21, 1949

General American Companies
614 Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have your letter of February 15 concerning the retained percentage withheld on Vernie Jarl's Contract 3237 for work on the Troutdale Section of the Columbia River Highway in Multnomah County.

Engineer's Estimate No. 7 for work performed up to February 10 shows a total amount retained of $13,681.13. The amount payable to the contractor on Estimate No. 7 is shown as $9,888.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

GENERAL AMERICA COMPANIES
501 BOARD OF TRADE BUILDING · PORTLAND 4, OREGON

3037

Oregon State Highway Commission
Salem Oregon

Feb 15 1949

Attention
of:

Regarding Vernie Jack, Gresham Oregon

The captioned Contractor has furnished us with a financial statement dated Jan 31, 1949 In his statement he has shown a retainage earned and withheld of $13,681.13 on a contract totaling approximately $180,000. (Apparently this is the Troutdale section of the Columbia River Hwy) Will you please verify this retainage for our records.

est. #7 dated 2-16-49 on Troutdale acc. shows $13,681.13 retained and $9,868.00 payment for that estimate

FORM NO. 110 2-40

OREGON SERVICE OFFICE

BY R. N. Mahle

RECEIVED
FEB 19
FOR FILING
EI 301(3)
3037

February 14, 1949

Mr. R. H. Davis
Division Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time in Contract No. 2078, Providence Section of the Seminole River Highway, FH 301 (3) from February 26, 1949 to April 30, 1949 on Federal Aid.

Due to the ground being frozen for approximately six weeks and immediately prior to that extreme high water which visited all the contractor's holdings, he was unable to complete within the time limit.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: R. G. Smith

RECEIVED
AUG 17 1948
FOR FILING

77-301(2)

August 11, 1948

Vernie Jarl
Box 254
Gresham, Oregon

Dear Mr. Jarl:

We enclose herewith, a fully executed copy of contract No. 3037, which was awarded to you on July 29, 1948, by the State Highway Commission, covering the Troutdale Section of the Columbia River Highway in Multnomah County. This copy is for your records and files.

An executed copy of the above-mentioned contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
encl.

RECEIVED
AUG 6 - 1948
FOR FILING

FI 301 (3)
3037

August 5, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on August 2, 1948 on Contract No. 3037, Irrobible Section in connection with Federal Aid Project No. FI-301 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. G. Williams
Assistant State Highway Engineer

EGP:ow

cc: C. H. Armstrong

RECEIVED
NOV - 1 1948
FOR FILING

FI-301(3)

3037

July 9, 1948

Mr. Nicola Jurl
438 S. Roberts Avenue
Gresham, Oregon

Dear Mr. Jurl:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading on the Troutdale section of the Columbia River Highway, in Multnomah County. This award was based on your low bid of $182,415 submitted on June 28, 1948.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

cc - Mr. R. G. Smith
Mr. J. H. Pyebaert
Goldie Lewis

Mr. L. R. White, Asst. Commissioner
Industrial Accident Commission
Building

Ex confirmed

Filed

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Salem, Oregon
July 9, 1948
3:30 p.m.

Vernie Jarl
438 S. Roberts Ave.
Gresham, Oregon

State Highway Commission awarded you today contract for Troutdale Section of Columbia River Highway, Multnomah County, based on your low bid submitted June 28, 1948. Contract forms follow shortly.

E. B. Sleeper, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices quoted in change without notice.

RECEIVED
JUN 21
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

June 17, 1948

FI-301(3)

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplementing our letter of June 10, 1948, authorizing advertisement of Oregon Project No. FI-301(3), Troutdale Section (Grading) of the Columbia River Highway, your attention is called to Mr. W. H. Lynch's letter of March 9, 1948 to you advising that the length of the span connection to Troutdale is considered a part of F.A. Route No. 39 and its length should be included in the length of the project.

It is accordingly requested that the project agreement estimate when submitted show the cost of the portions of the project on each route separately. It occurs to us that a convenient arrangement may be to charge all quantities south of Federal-aid Route 1 (Columbia River Highway) to Federal-aid Route No. 39. The plan sheet should also be revised to show the station of the north end of Federal-aid Route 39.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Probert

RECEIVED
JUN 21 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 19 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

22-301(3)

July 9, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your request of today for concurrence in award of contract on Oregon Federal-aid Project FI-301(3), the Troutdale Section of the Columbia River Highway.

As all rights of entry have been acquired we hereby concur as of this date in award of contract to Vernie Jarl, Gresham, Oregon who submitted the low bid for this project at the bid opening held June 28, 1948.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Project

RECEIVED
JUL 19 1948
OREGON
STATE HIGHWAY COMMISSION

...IC SERVICE
...the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1200

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	FD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
JULY 9, 1946

MR. T. H. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT TROUTDALE PROJECT TO VERNIE JARL OF GRESHAM. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
JUL 7 1948
FOR FILING
OREGON DISTRICT

FI-301(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 1, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the bids received on June 28, 1948 for the construction of Oregon Project Number FI-301(3), Troutdale Section of the Columbia River Highway. We are ready to concur in award to the low bidder upon receipt of advice that all right-of-way has been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1948
FOR FILING

71-301.(2)

June 8, 1948

Mr. O. C. Hoff
General Plant Engineer
Pacific Telephone & Telegraph Company
Portland, Oregon

Dear Sir:

This is your authority to bill the Highway Commission for the actual cost of relocating 4 poles to accommodate the construction of the approach road known as the A-8 line directly east of the Sundial Road near Troutdale, Oregon.

The estimated cost of this change is $500.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: K. C. Smith
A. C. Shelton

FORM B 5XX 1000 11-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 7, 1948

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith copy of a letter dated June 3rd from O. C. Hoff, General Plant Engineer for The Pacific Telephone and Telegraph Company, advising on the cost of relocating four of their poles to accommodate construction of the new highway approach road known as the A-B line directly east of the Sun Dial crossing.

Mr. Hoff estimates the cost of this relocation at $500.00. The existing telephone line is on private right of way for which they have an easement, and is on the south side of our A-B line. It conflicts with the A-B line from Station 7+00 to the intersection of the west line of the Sun Dial Road.

The estimated cost of $500.00 for this relocation appears to be in line, and if it meets with your approval, would recommend that Mr. Hoff be advised to proceed and bill the State for the actual cost as he requests.

Yours very truly,

A. G. SKELTON
Division Engineer

AGSsw
Encl.
cc: H. C. Broadwell

RECEIVED
JUN 8 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

C
O
P
Y

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, June 3, 1948

A. G. Skelton, Division Engineer
Oregon State Highway Department
9200 S.E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

Confirming conversation between your Mr. Broadwell and Mr. Mueller of this office.

Upon the request of your department we are submitting herewith the estimated cost of $500.00 for the relocating of four poles to accommodate construction of a new highway approach road to be known as the A(B) line directly east of Sundial Road near Troutdale, Oregon.

If the estimated cost meets with your approval, may we have your letter authorizing us to bill you actual cost for the work involved.

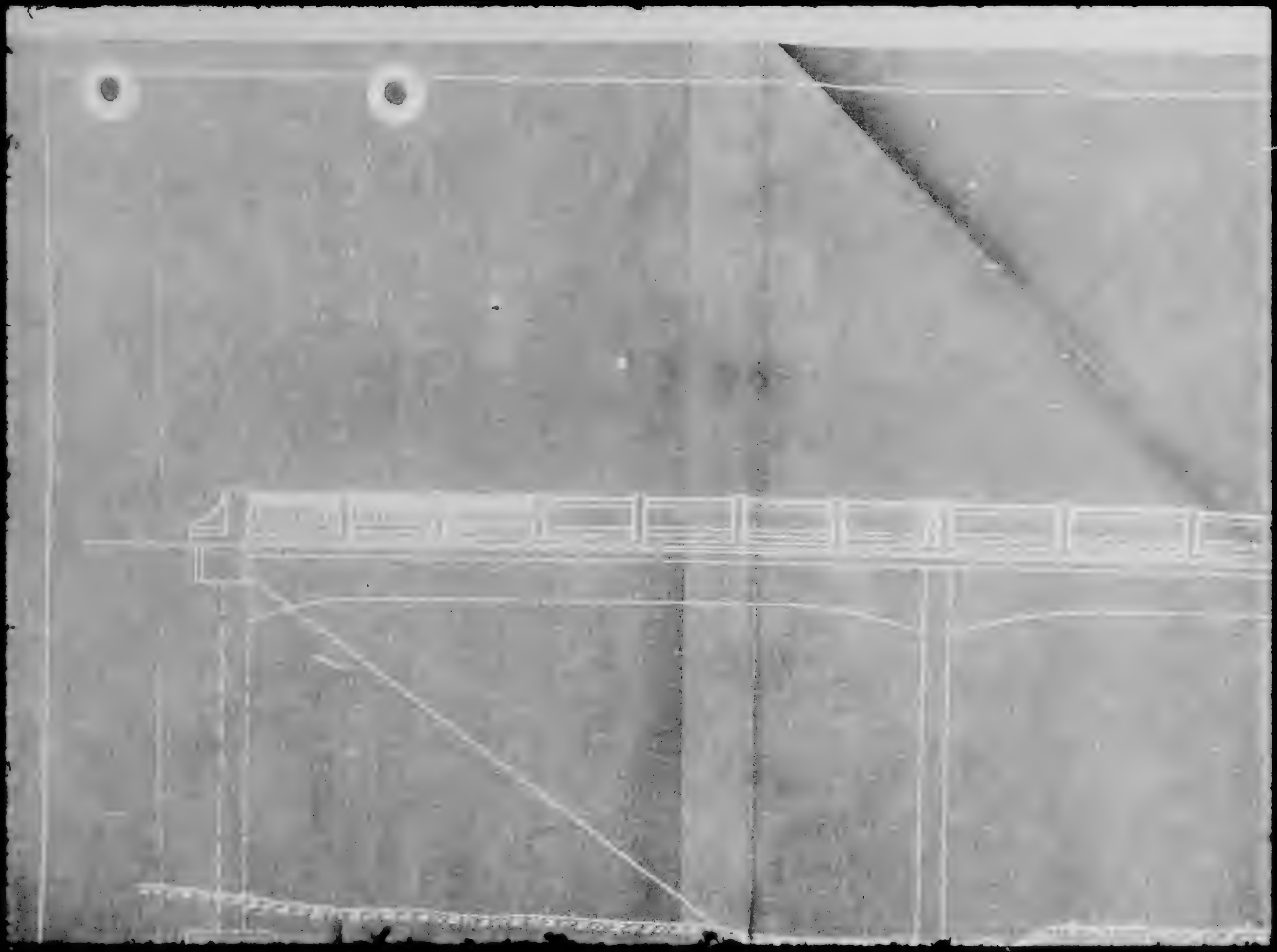
Very truly yours,

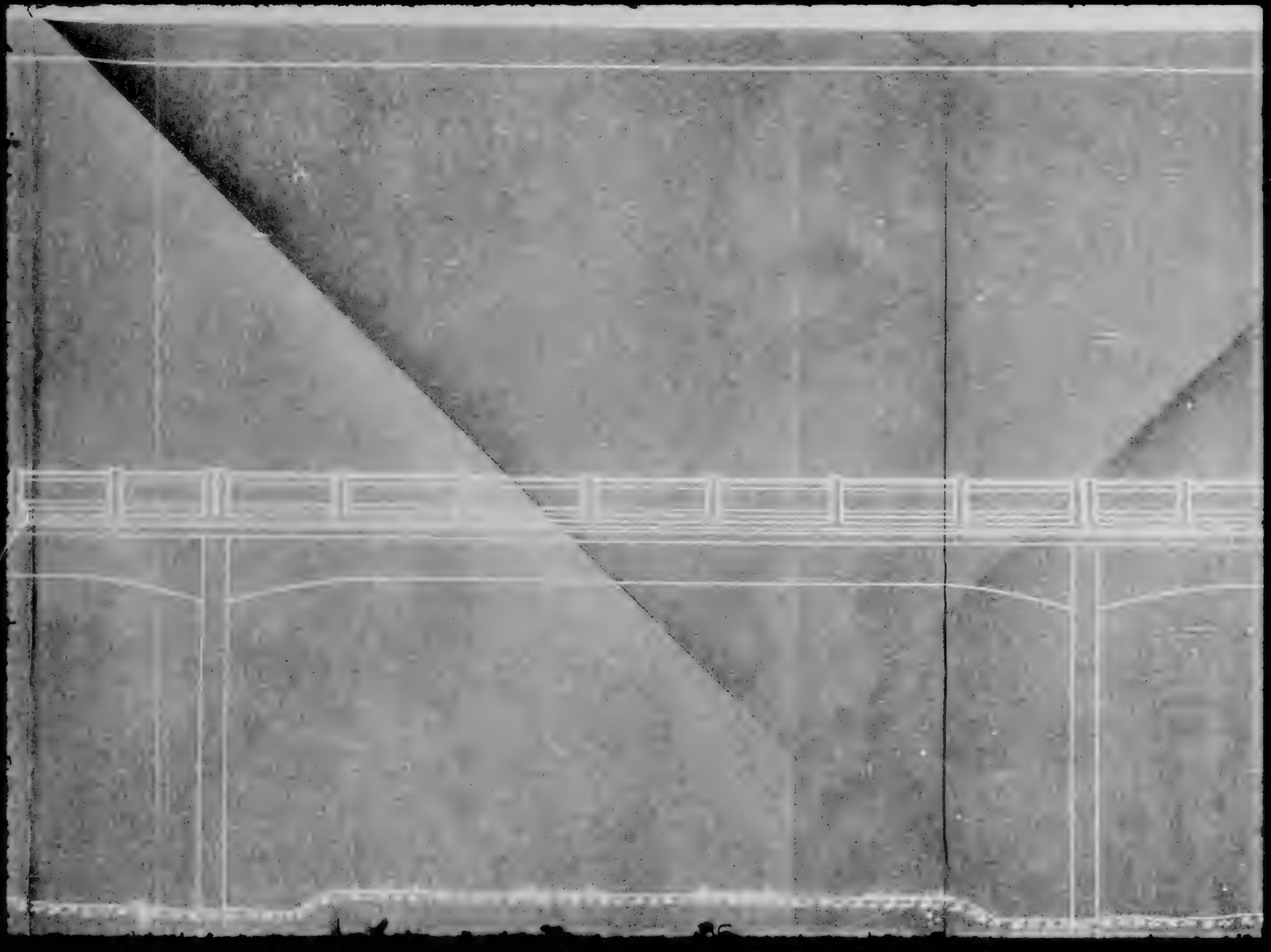
THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

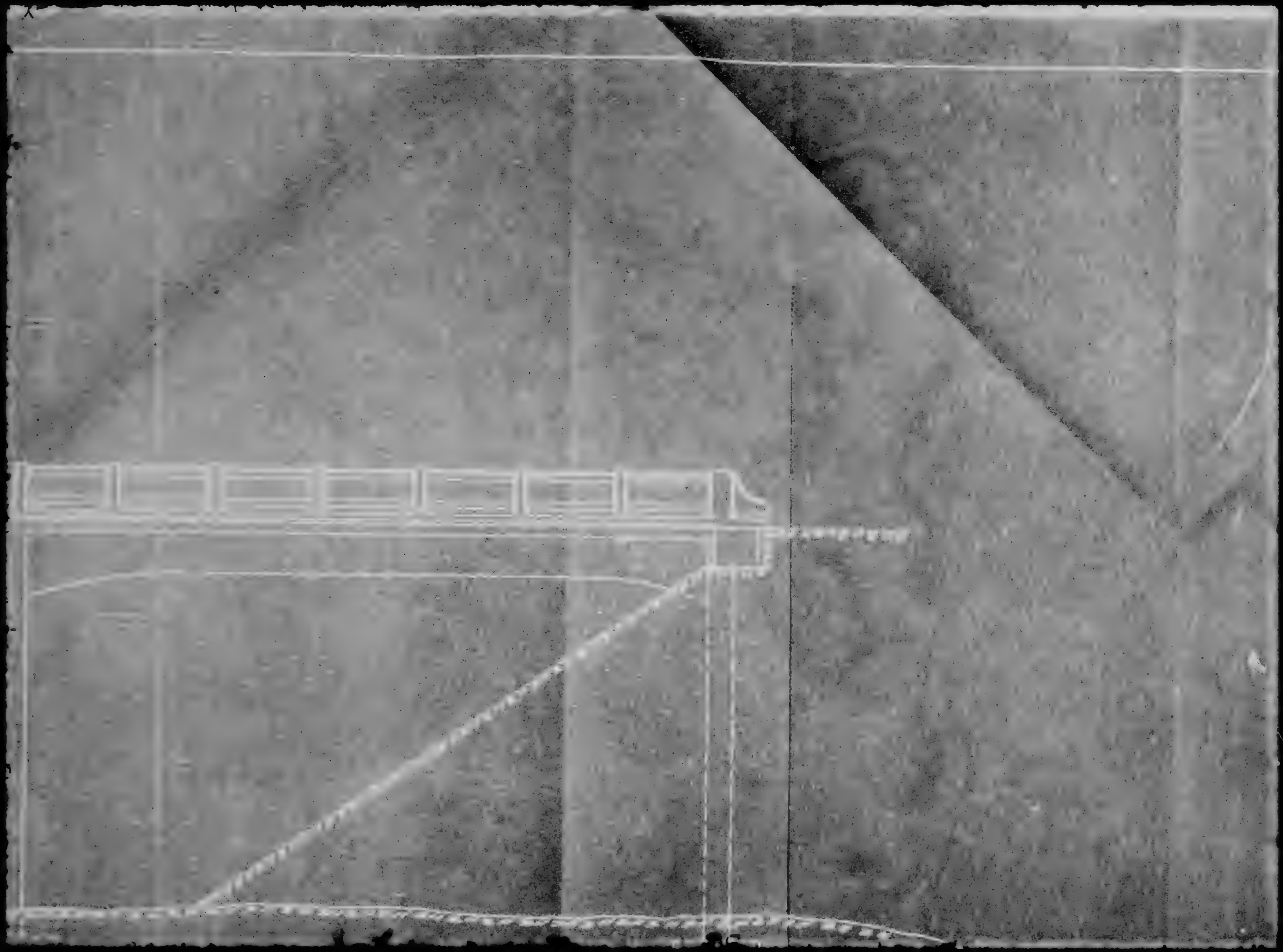
O. C. HOFF
GENERAL PLANT ENGINEER

/s/ O. C. Hoff
General Plant Engineer

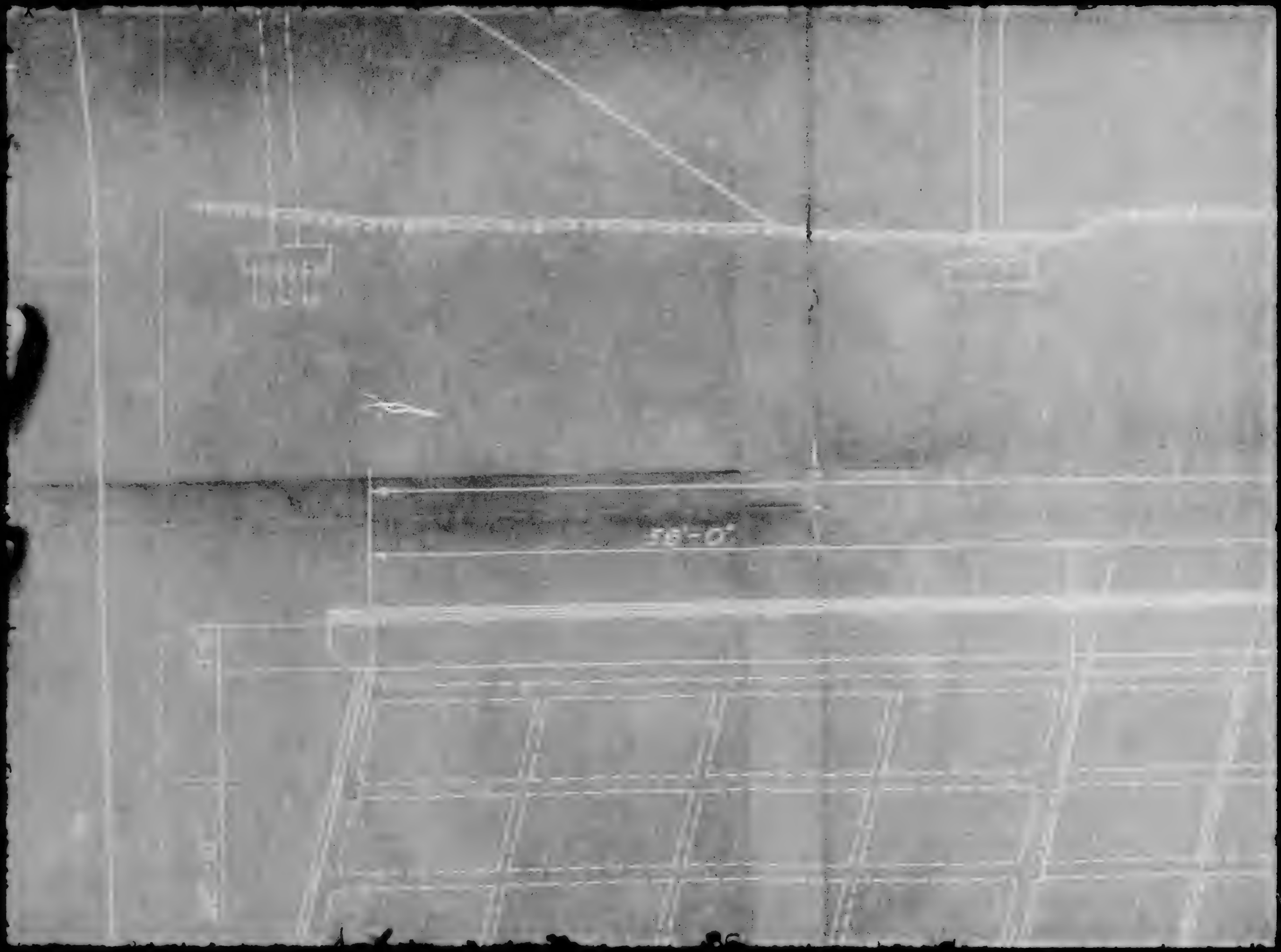
EWM:mr

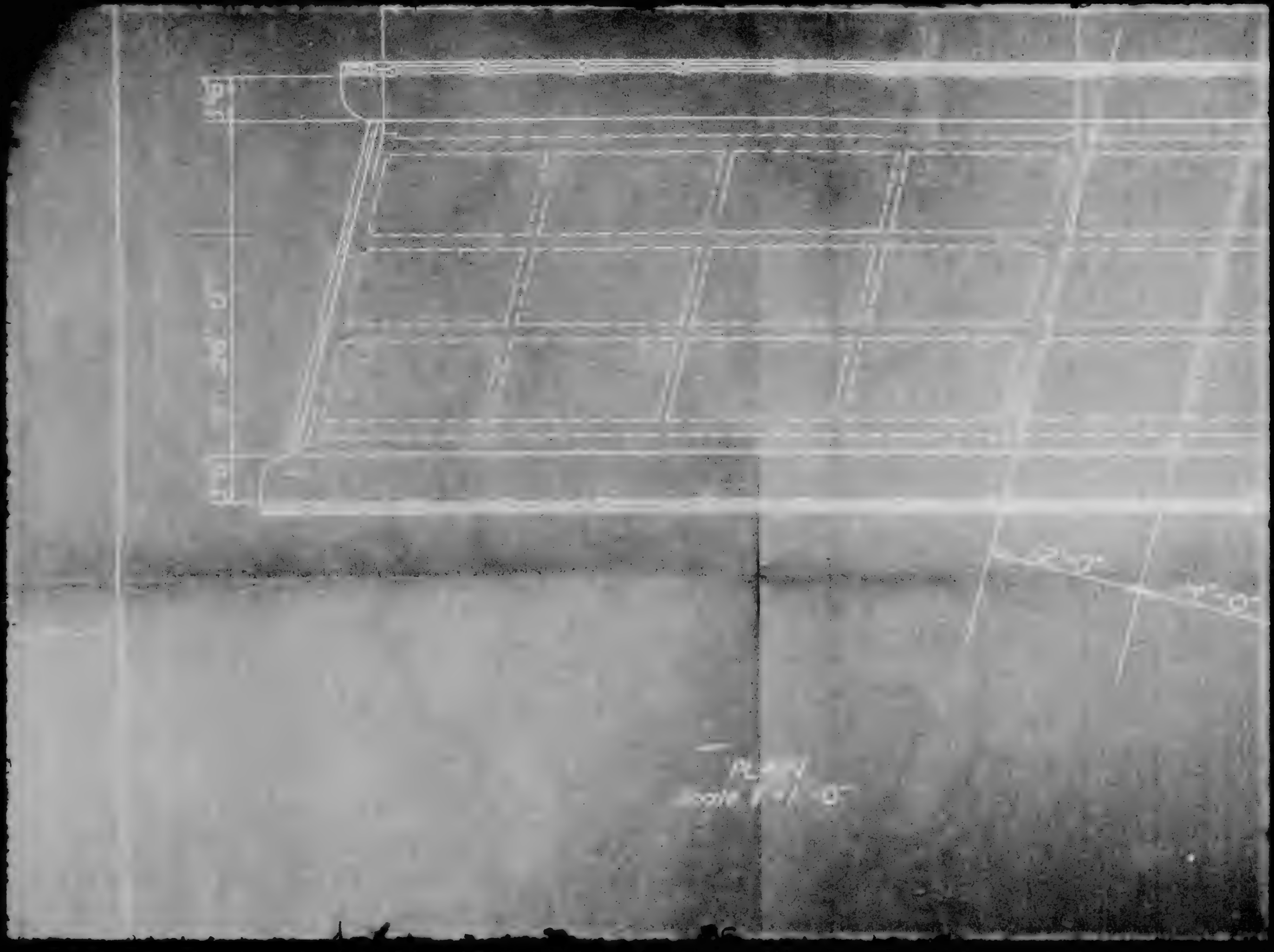


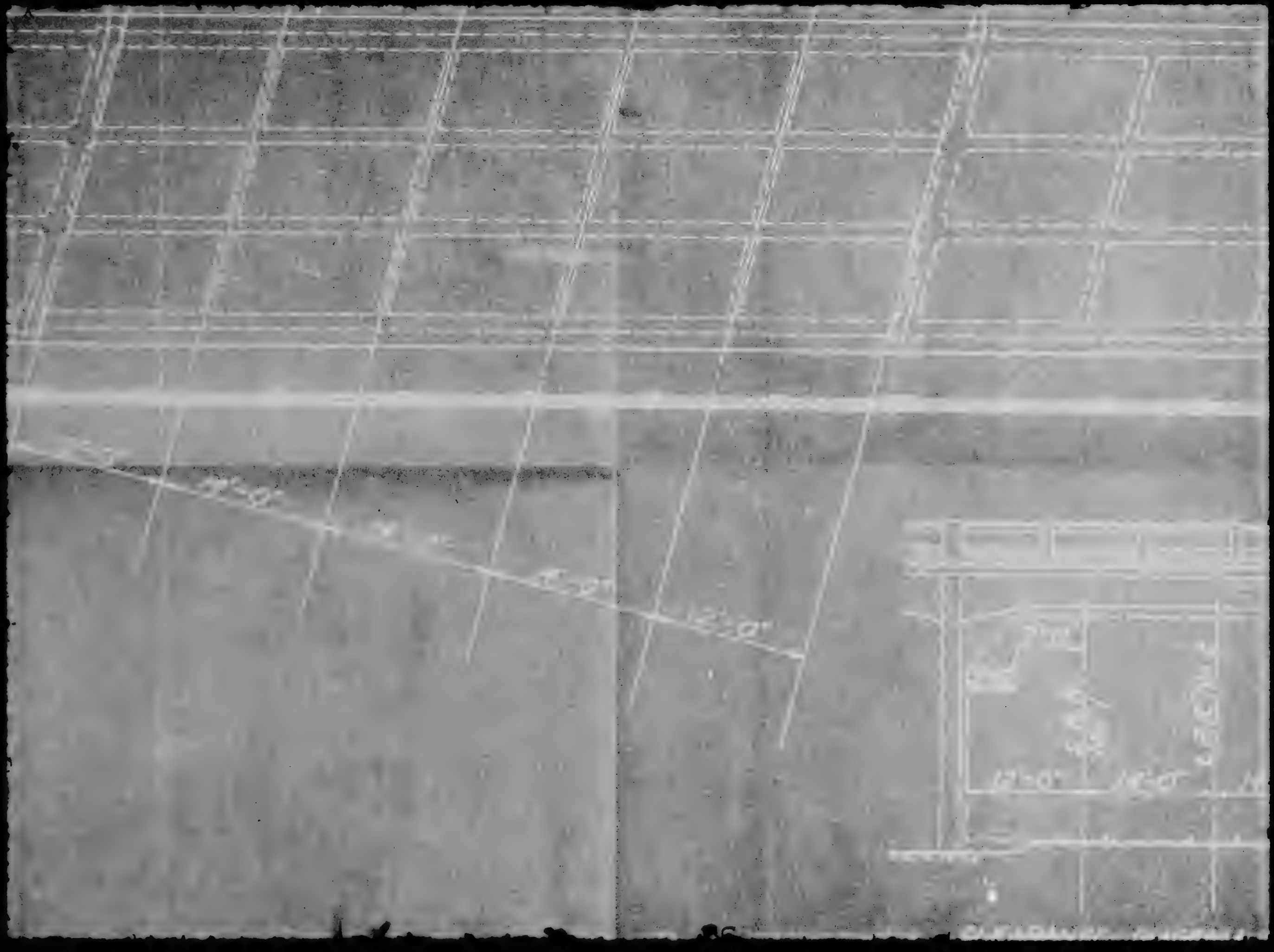




36'-0"







CLEARANCE DIAGRAM NORMAL TO TRACK

CALTRAIN

...RIDOR TRANSPORTATION COMMISSION

SUNDIAL GRADE SEPARATION

...LTHAM COUNTY

Mar. 4, 1947 Prepared By: T.B.H. Original No. 6276

Drawing No. 6276-A

PLAN		BY	DATE
NOTE BOOK	PLOTTED		
PAGE	ALIGNMENT CHECKED		
	PT. OF VISIT CHECKED		

RIVER HIGHWAY

U.P.R.R.

RIVER HIGHWAY

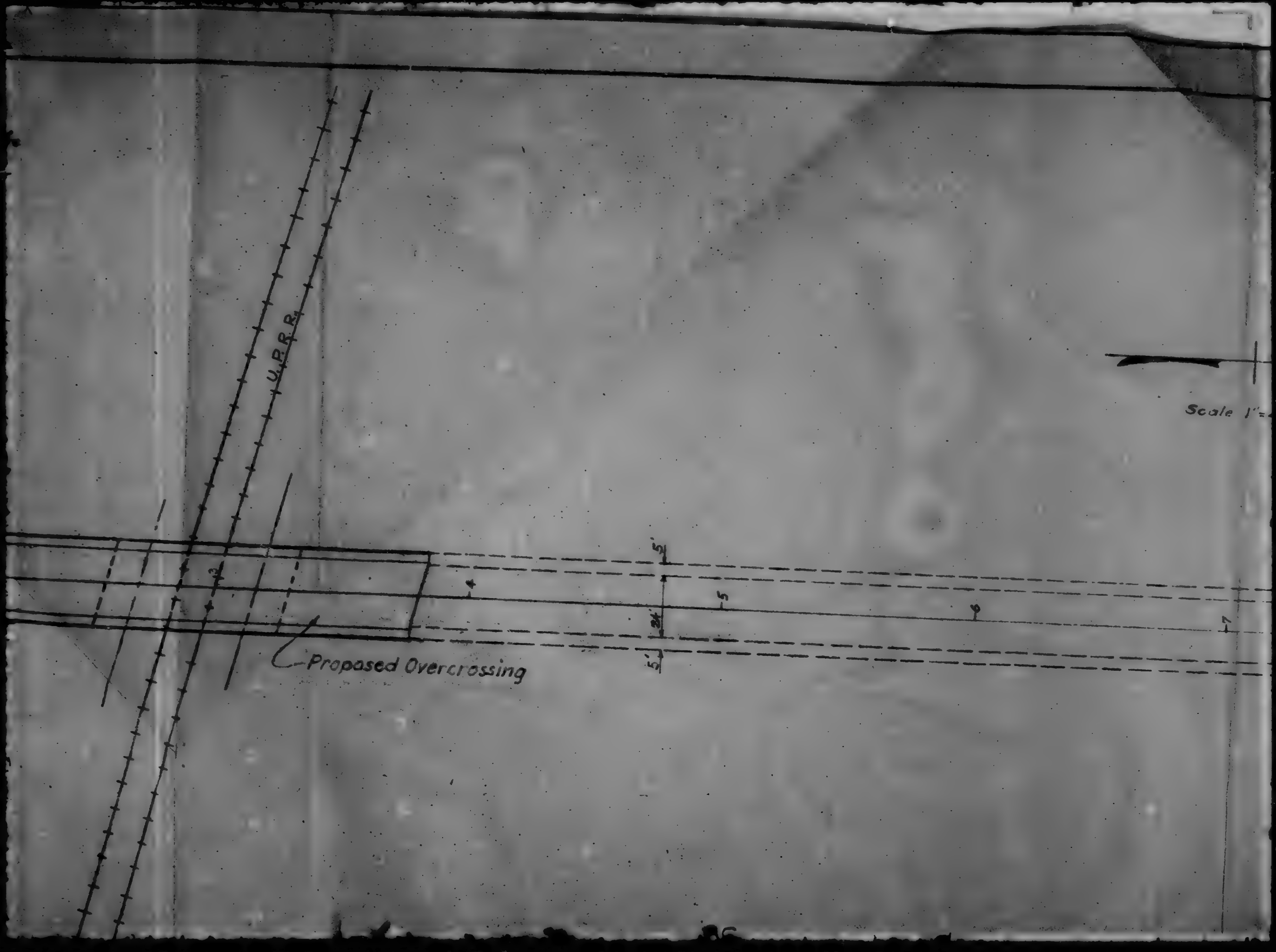
1

2

3

4

Proposed Overcrossing


U.P.R.R.
Proposed Overcrossing
5'
5'
24'
4
5
6
7
Scale 1"=

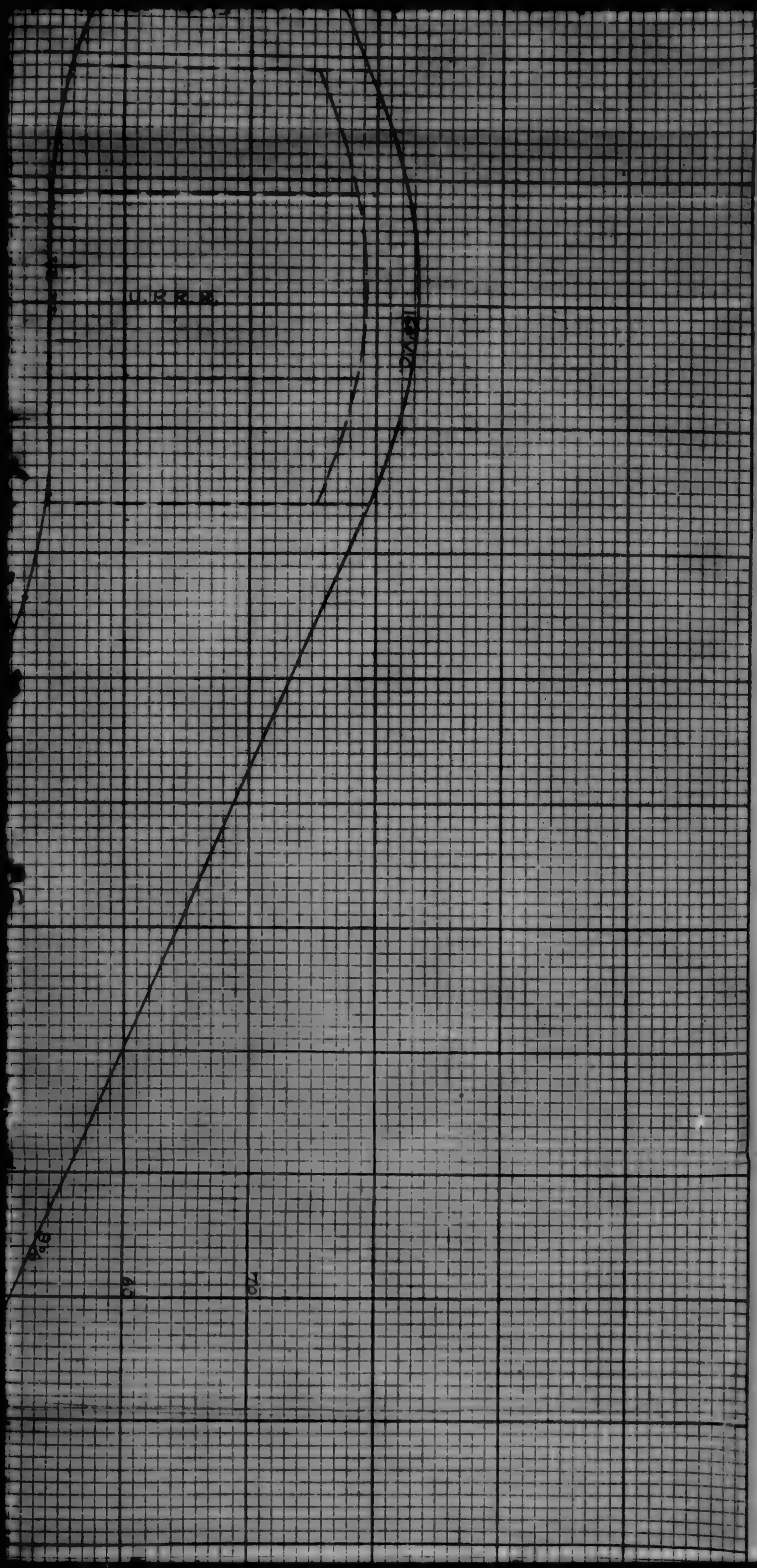
Scale 1"=40'

SUNDIAL ROAD

PROPOSED SUNDIAL GRADE SEPARATION

MULTNOMAH COUNTY

Scale: Plan 1"=50' Profile Hor. 1"=50' Vert. 1"=5'


ILLINOIS
INDIANA
90
80
70

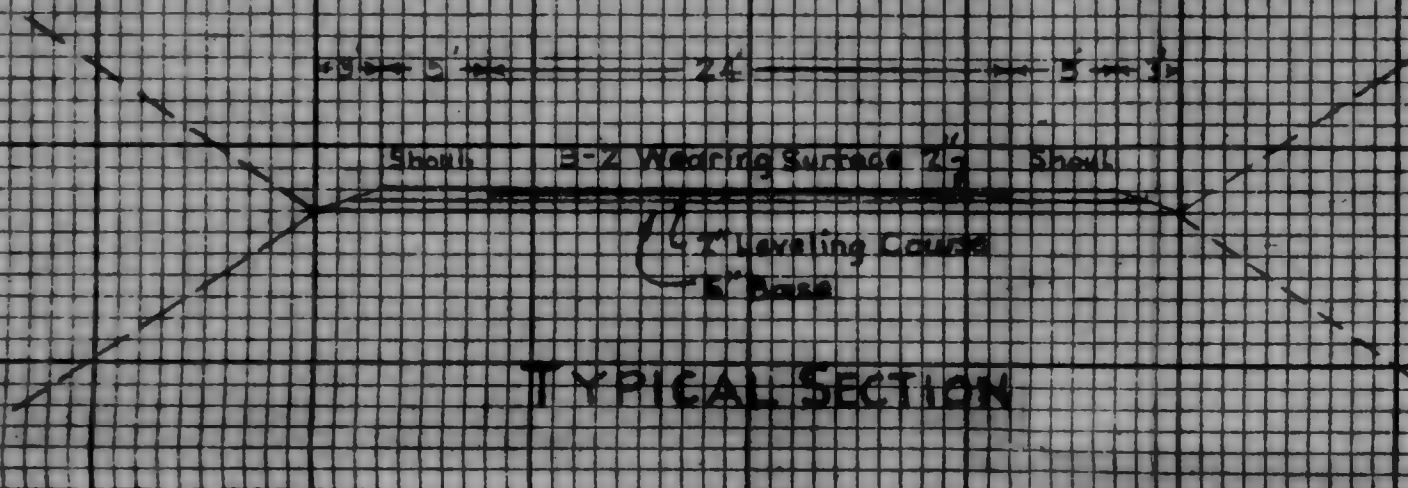
COLUMBIA RIVER HIGH

Columbia River Highway

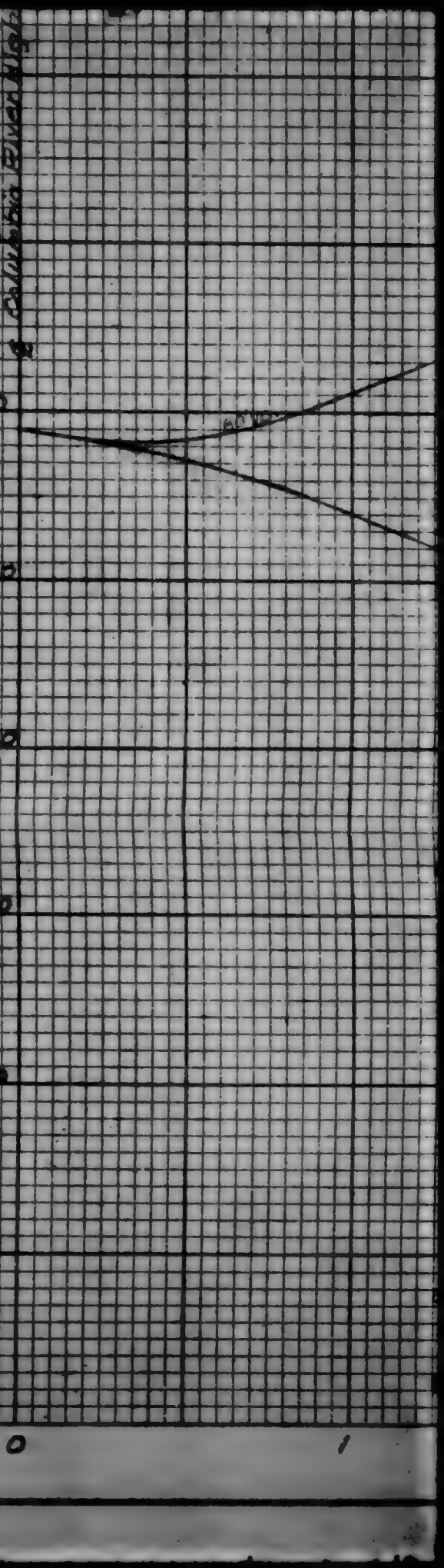
U.S.B.R. R.R.

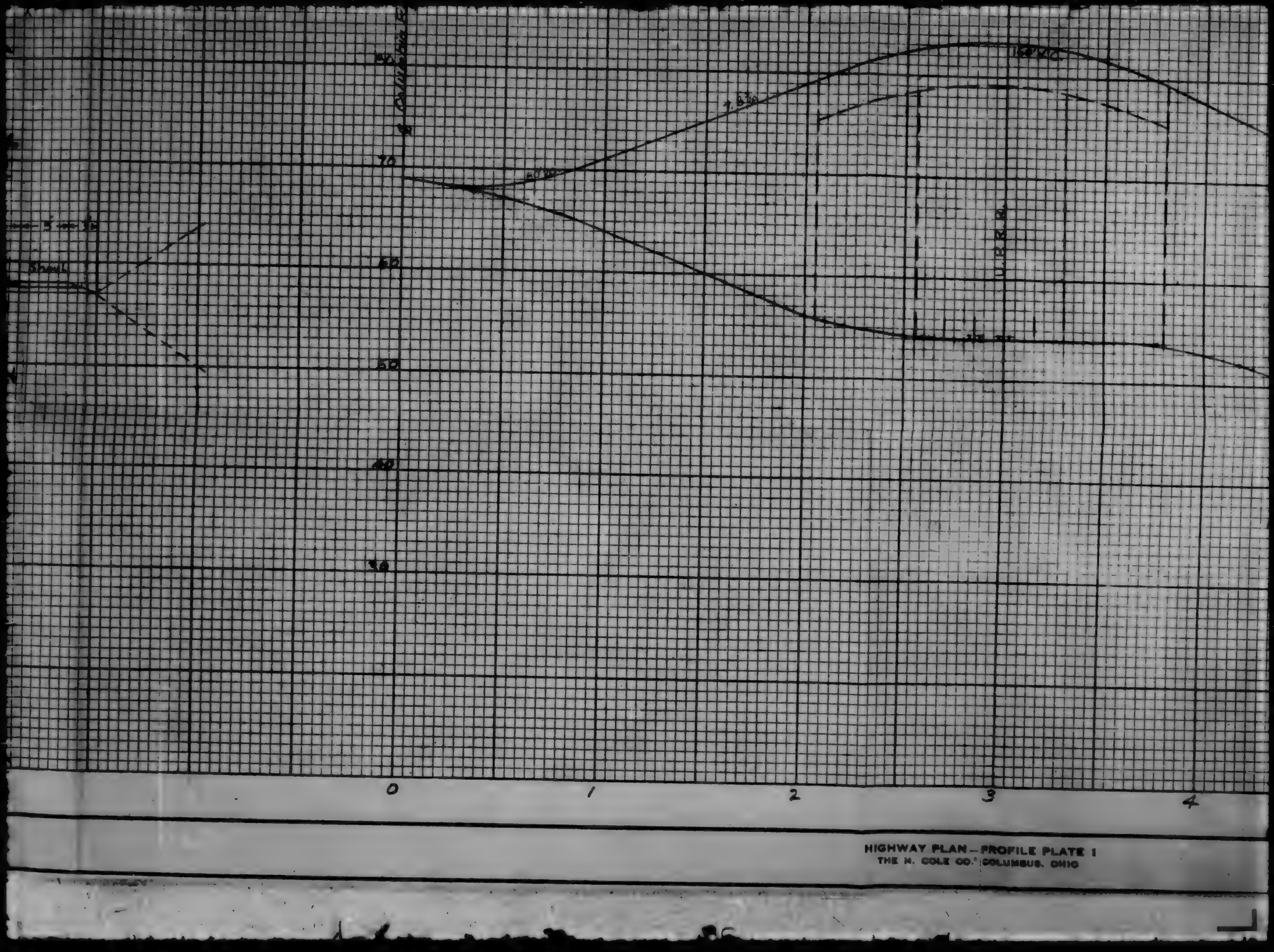
COLUMBIA RIVER HIGH

Columbia River Highway



TYPICAL SECTION





HIGHWAY PLAN — PROFILE PLATE 1
THE H. COLE CO., COLUMBUS, OHIO

Sandhal Road

3 4 5 6 7 8

HIGHWAY PLAN – PROFILE PLATE 1
THE H. COLE CO. COLUMBUS, OHIO

PROPOSED SUNDIAL GRADE SEPARATION

MULTNOMAH COUNTY

Scale: Main Line Profile Horiz. 1"=50' Vert. 1"=10'

301 (5)
301 (6)

70

60

50

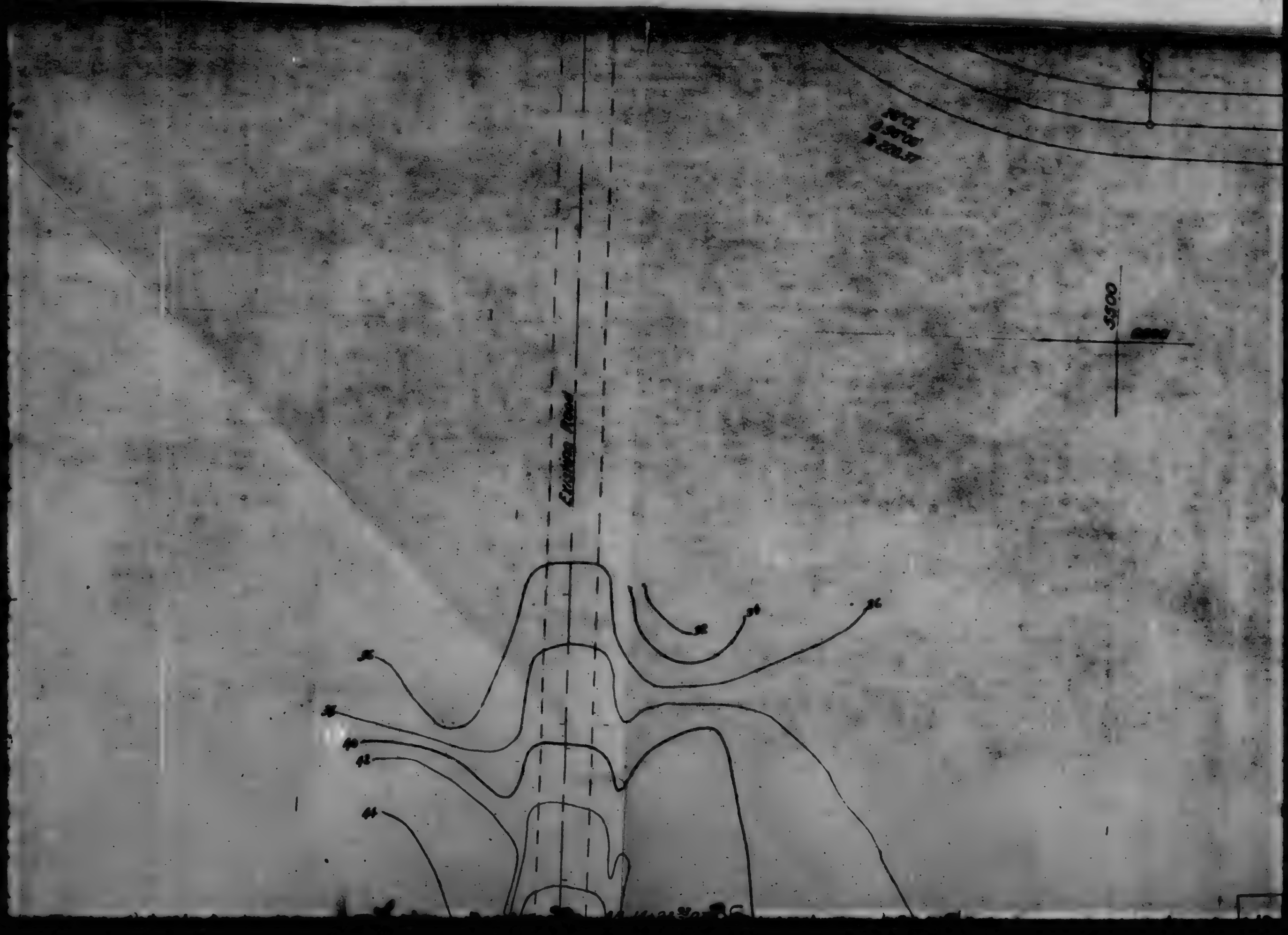
40

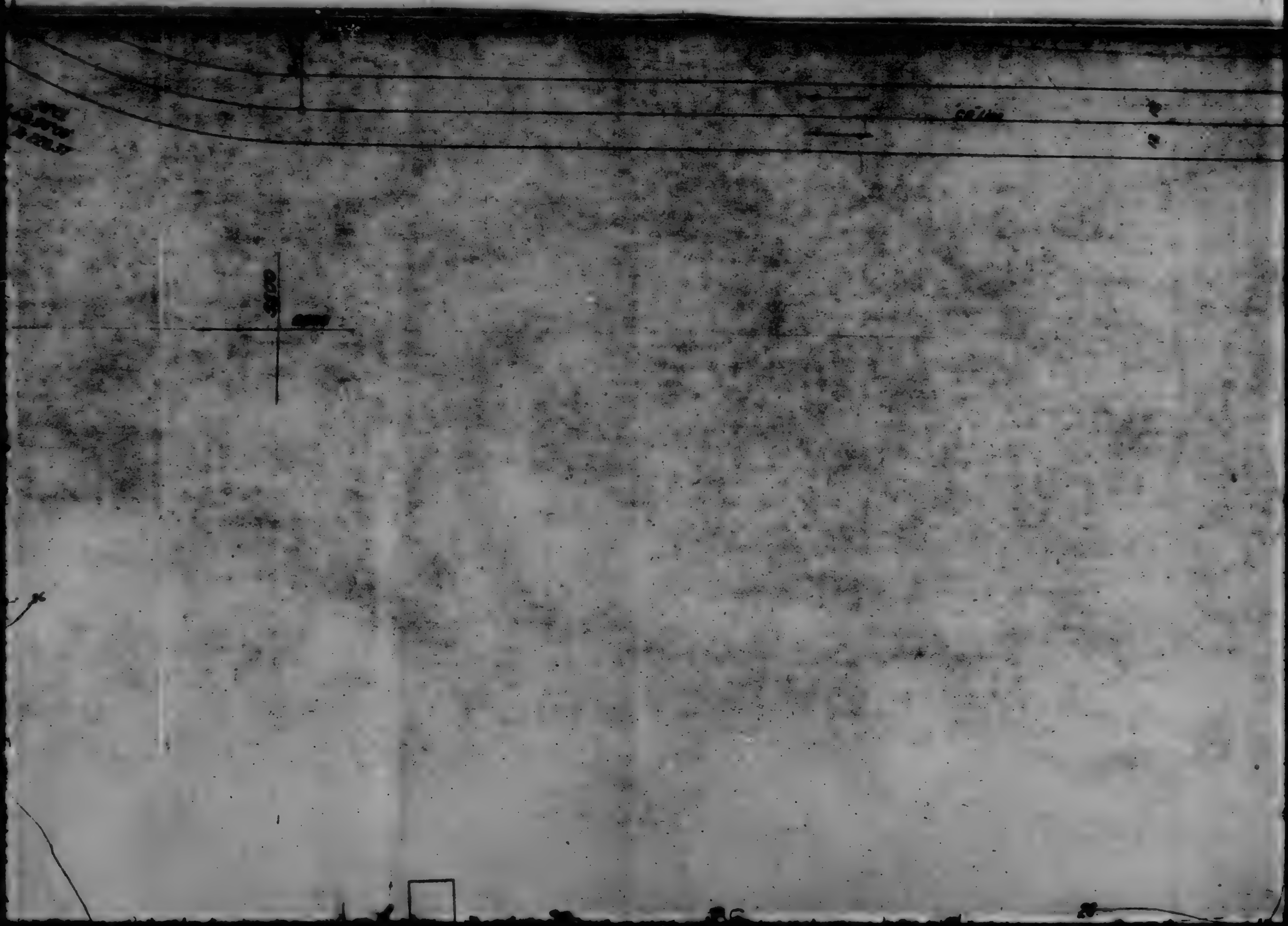
2% Up

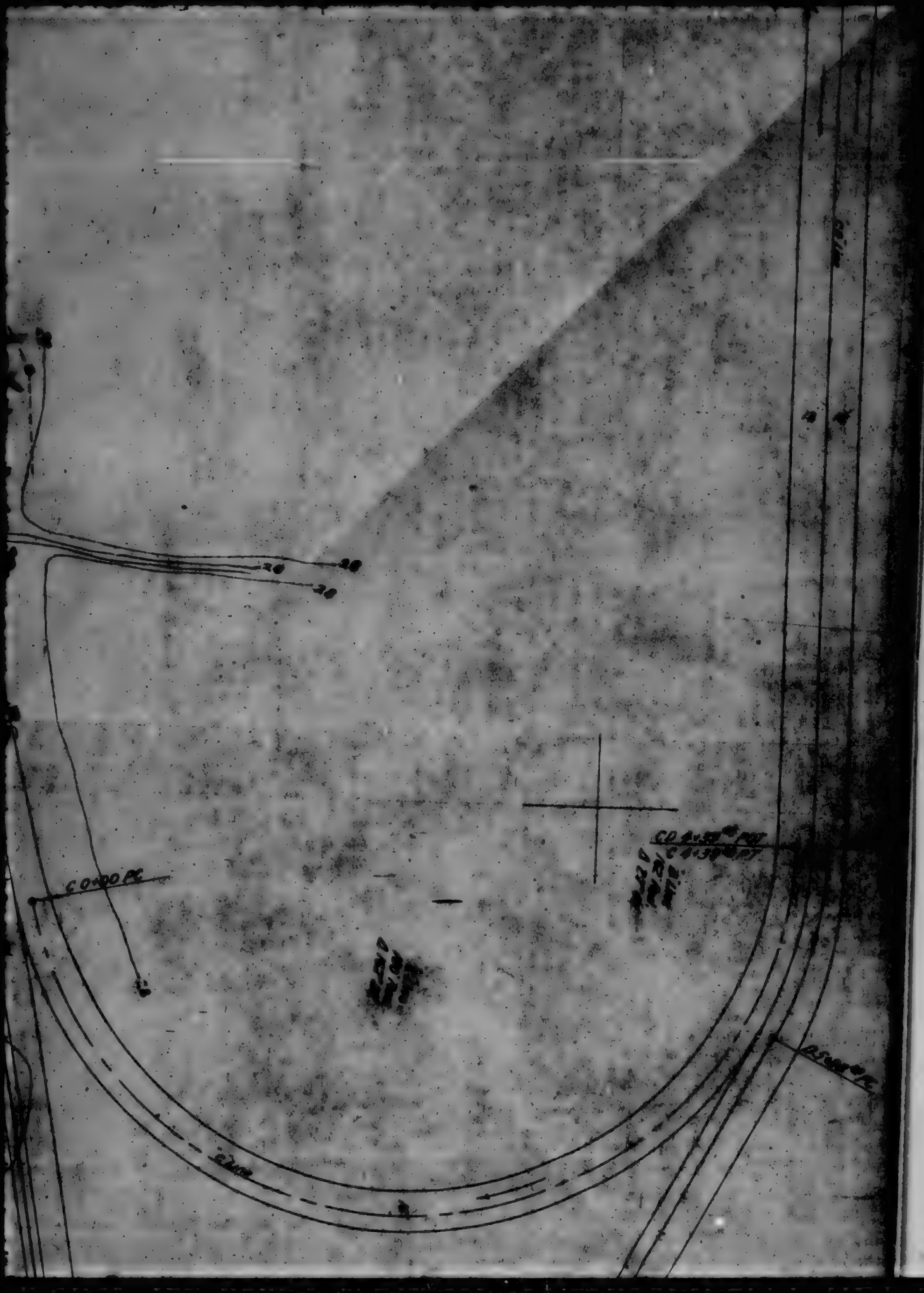
Sundial Road

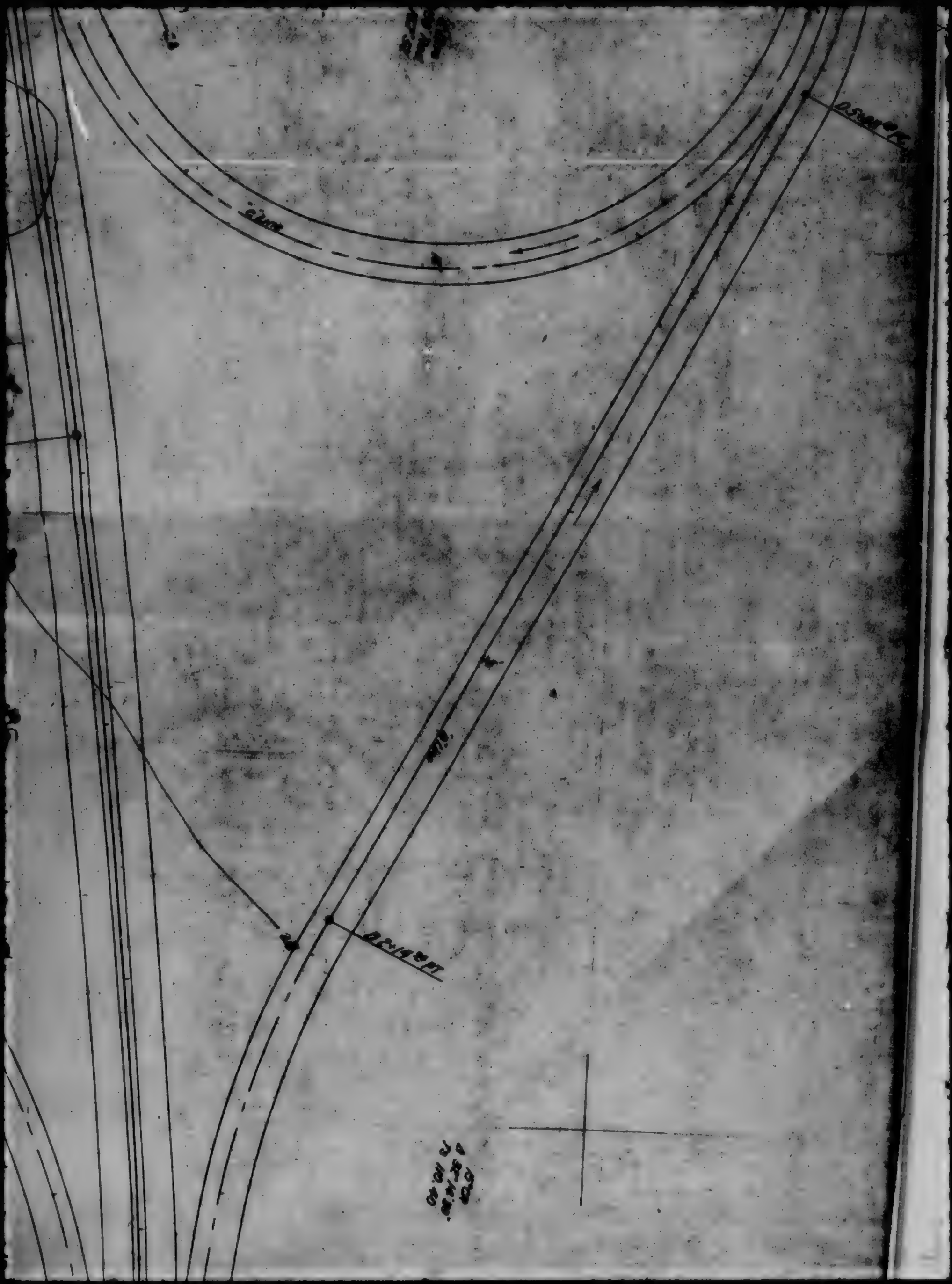
Sundial Road

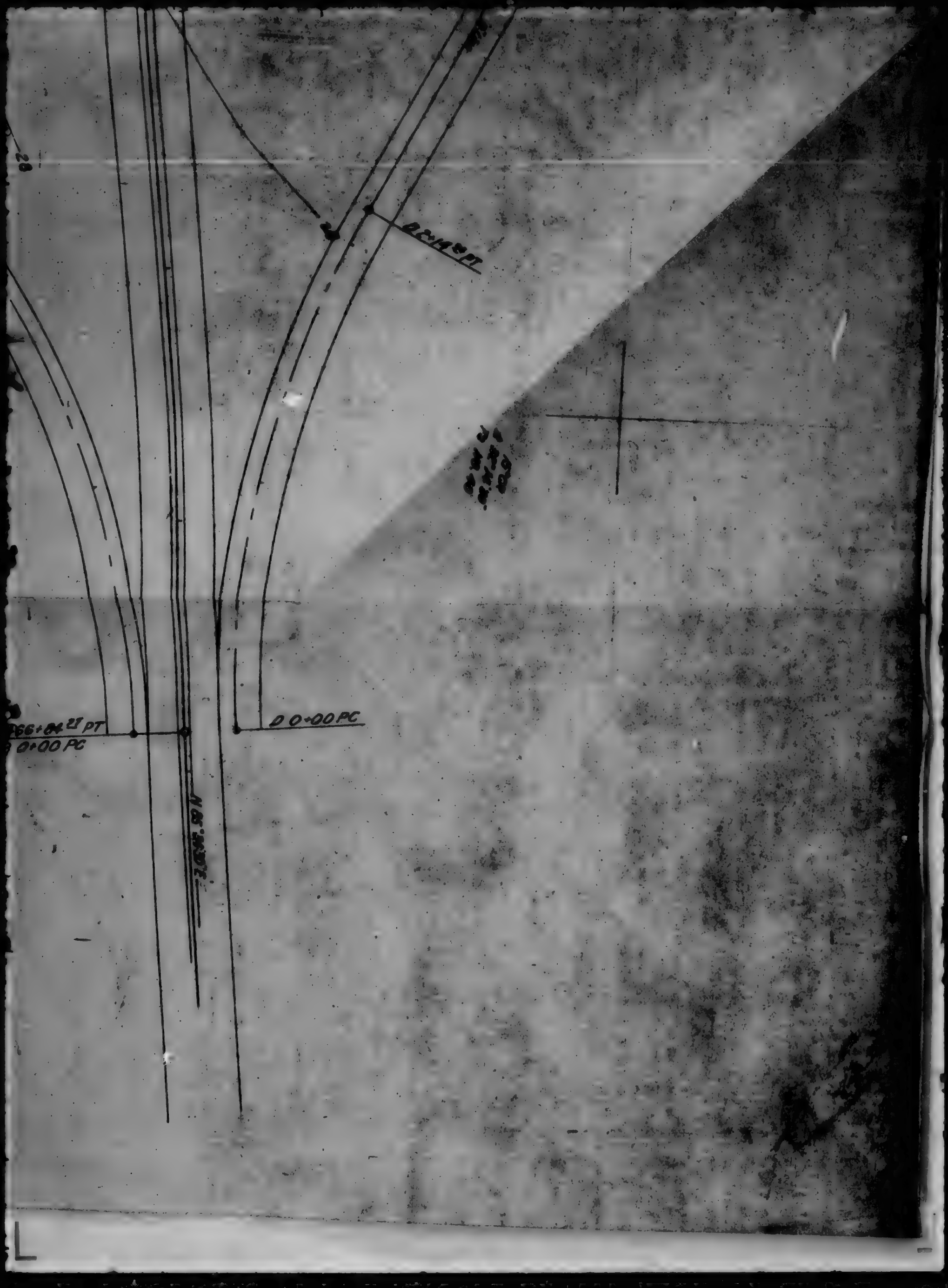
6 7 8 9 10


Existing ROW
3100








20
266+04.27 PT
0+00 PC
0+00 PC
N 65° W

B 3+04.61 PT
29
15°CL
D 45°41'30"
T2 160.93
466+04.27 PT
B 0+00 PC
D 0+00 PC
N 65°41'30" E

B Line
162' Rad.
Δ 60°54'

'A' Line
190' Rad.
Δ 202°54'

'A' Line

'B' Line

C 0+00 PC

462+84.27 PCS

B 3+04.61 PT

30

35

34

29

28

6500

Acceleration Lane

6' Traffic Separator

Deceleration Lane

12'

12'

12'

2° CR
TA 23° 30'
TS 796.33

"A" Line
190' Rad.
Δ 202° 54'

30

28

32

34

36

Barn

Pig Pens

Acceleration Lane

6' Traffic Separator

Deceleration Lane

45' Lt.

20' Lt.

20' Rt.

40' Rt.

Ramp No.

30

40

1297+98.6 CC

+98.6 EC

N 0°01'E

AB 14+39.38 PT

40

26°CL
D 79.18
TS 182.41

AB 11+29.13 PC

EPARTMENT

OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP

L' - LINE

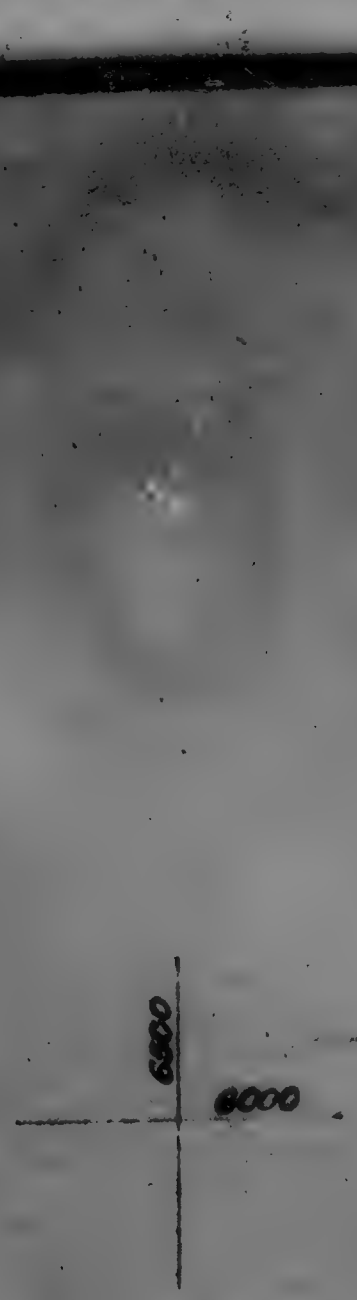
UNDERCROSSING OF UNION PACIFIC FREIGHT LINES

L' - LINE

VICINITY MAP

OREGON STATE HIGHWAY

UNION PACIFIC FREIGHT LINES


6000
6000

2° CR
Δ 28° 30'
T 196.38

"A" Line
150' Rad.
Δ 202° 54'

"A" Line

"B" Line

B Line
162' Rad.
Δ 60° 54'

A Line

28
32
34
36
38
42
44
46
48
52
54
56
58

28
30
40
50
54

S 75° 55' 30" E

Union Pacific Railroad Freight

20' Lt.

20' Rt.

40' Rt

Pump No.

AB 11+29.3 PC

2° CR

TD 23° 30'

TS 796.35

30

40

50

AB Line

Future Track

Future Track

60

55+80.12

House

Barn

20 Rt

1297+98 CC

1298+88 ER

N 0°01E

mdial Road

400' Spiral
a: 0.5
s: 4°00

AB 11+29 13 PC

455+09 17

House
Shed
20' Lt
20' Rl
48
50
60
N 42°04'30" E

STATE HIGHWAY DEPARTMENT

VICINITY MAP

L' - LINE

UNION PACIFIC FREIGHT LINES

TROUTDALE SECTION

LUMBIA RIVER HIGHWAY

MULTNOMAH COUNTY

TIN — R3E — WM

FEB. 1945

RSON — RESIDENT ENGINEER

IDGE NO. 6876

Dept. Drawing No. 1-H-2

OREGON STATE HIGHWAY DEPARTMENT

VICINITY MAP

L' - LINE

UNDERCROSSING OF UNION PACIFIC FREIGHT LINES

TROUTDALE SECTION

COLUMBIA RIVER HIGHWAY

MULTNOMAH COUNTY

SEC. 25 — T1N — R3E — WM

SCALE 1"=40' FEB. 1945

CARL A. PETERSON — RESIDENT ENGINEER

BRIDGE NO. 6876

Bridge Dept. Drawing No. 1-H-2

UNDERCROSSING OF UNION PACIFIC FREIGHT LINES

COLUMBIA RIVER HIGHWAY

SCALE 1"=40'

VICINITY MAP

1"=1 MILE

4° CL
TΔ 33°09'30"
Ts 678.37

445+43 @ PCS

To Portland

12'

12'

S: 10°00

54

58

00

72

74

70

Shed

House

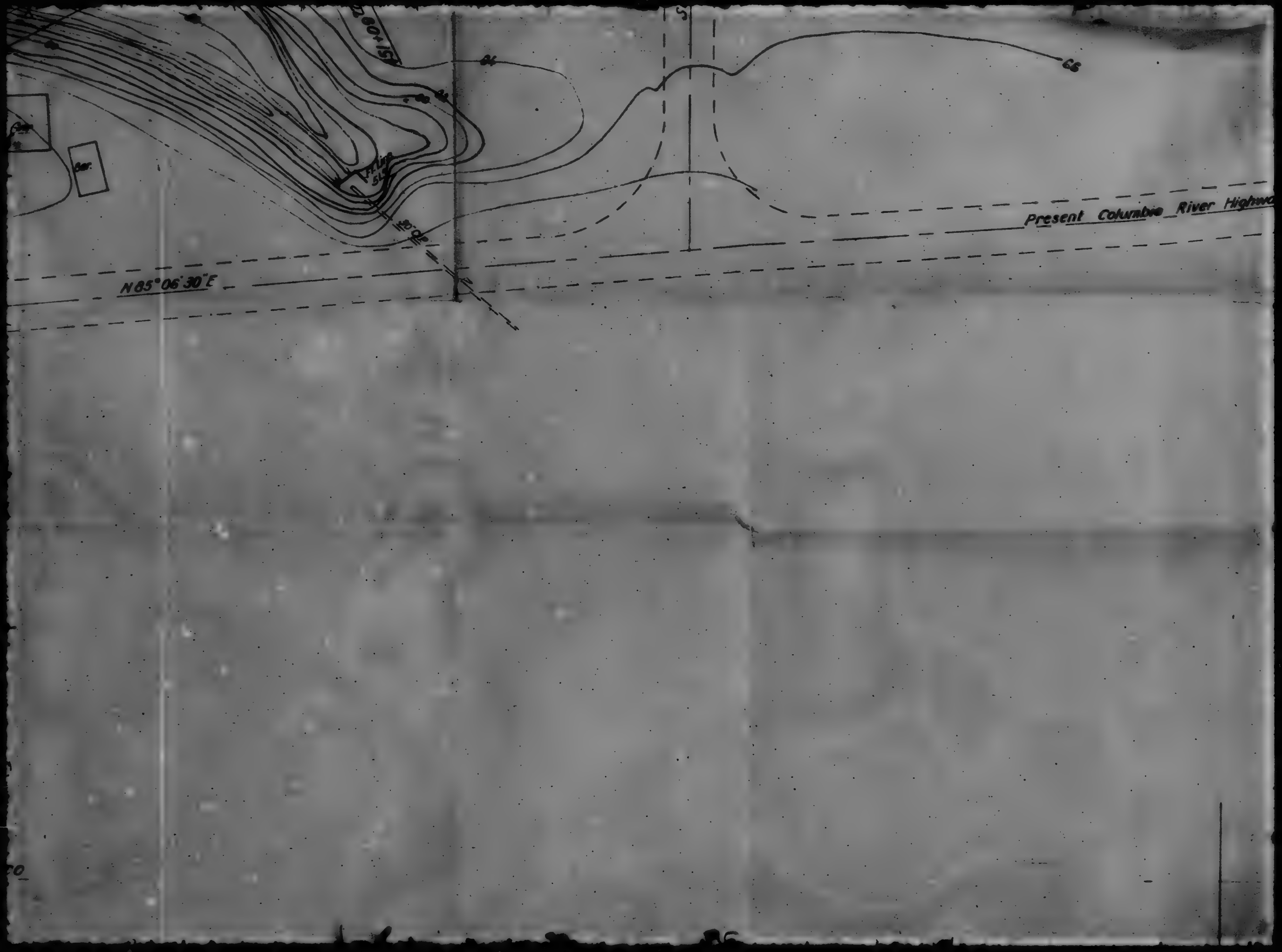
Garage

Bar.

N 85° 06' 30" E

5000

5500


Present Columbia River Highwa
N85°06'30"E

66

esent Columbia River Highway

S 75°46'30"E

50

54

Union Pacific Railroad Freight Line

Passing Track

S 77°26'30"E

To Troutdale
S57°36'30"E

126-4210 Dike Sec., Embankment & Paving
Swift Secon. 1948

#3038

RECEIVED
DEC 6 1948
FOR FILING

126-4210

3038

December 3, 1948

Central Surety & Insurance Corporation
P. O. Box 207
Kansas City 10, Mo.

Gentlemen:

This to advise you that State Highway Contract No. 3038 for work on replacement of washed out section of Swift Secondary Highway, in Multnomah County, has been completed by the contractor, General Construction Co., and that final payment in the amount of $772.81 will be made on or after December 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $25,760.19, and that no force account work was performed therein. The above contract was completed July 30, 1948 and accepted by the Highway Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-3-48 gl

RECEIVED
SEP 23 1948
FOR FILING

126-4210

3038

September 21, 1948

Central Surety & Insurance Corp.
P. O. Box 207
Kansas City 10
Missouri

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the General Construction Company, on contract No. 3038, covering replacement of washed out section on the Swift Secondary Highway in Multnomah County. This payment, in the amount of $315.67, will be made on or after October 1, 1948. The retained percentage is $772.81.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene, Agent
614 Wilcox Bldg.
Portland 4, Oregon

NOTED
H. L. GLAISYER

NOTED ON CARD
9-21-48 gl

RECEIVED
SEP 13 1948
COMMISSIONERS
FOR FILING

T. H. CRIDER, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

126-4210

3038

July 23, 1948

IN REPLY PLEASE REFER TO FILE

Contract #3038

Memorandum to the State Highway Commission

Attached for your approval are four copies of an agreement with the General Construction Company for the replacement of a washed out section of the Swift Secondary Highway in North Portland. This matter was considered and approved by the Commission late in the afternoon on June 29, as an item not on the agenda.

Fifty-five thousand cubic yards of embankment was estimated as necessary to make the fill, the cost to be fifty-five cents per cubic yard.

The insurance and bond as required in the agreement have been furnished.

H. B. Glaisyer

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 3010 Ends with: Contract # 3038

FLASH CARDS: Continued from Reel 47 Begins every Contract

Remarks:

Reel No. _____ Reduction Ratio 21:1 Project No. _____

Camera: Name Bell & Howell Model File master Film Recordak AHV. MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 23 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R Lewis